



**STATE OF MISSISSIPPI
DEPARTMENT OF CORRECTIONS
BURL CAIN
COMMISSIONER**

**Request for Proposals for Facility Operator for
Wilkinson County Correctional Facility**

RFx No: 3140004482

Issue Date: February 10, 2026

Proposal Submission Deadline:

2:00 P.M.2 CST

March 25, 2026

Proposal Coordinator Contact Information:

Mississippi Department of Corrections
301 North Lamar Street
Jackson, Mississippi 39201
Contact Person: Crystal T. Henry, Ph.D.
procurement@mdoc.state.ms.us
(601) 359-5655

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SECTION 1. BACKGROUND, PURPOSE AND GOAL

The Wilkinson County Industrial Development (Authority) is a non-profit organization that works to promote industrial development in Wilkinson County, Mississippi. The Mississippi Department of Corrections (MDOC) in collaboration with the Authority established, Wilkinson County Correctional Facility (WCCF), a privately-operated correctional facility located in Woodville, Mississippi. This Facility was first opened in 1998 and is situated on over 97 acres. Currently, the Facility can hold approximately 920 inmates of minimum, medium, and closed custody.

MDOC issues this Request for Proposals (RFP) to solicit written proposals from qualified, experienced, responsible, and financially sound private prison companies for the operation and management of WCCF.

MDOC is seeking qualified Offerors who shall maintain effective custody and control over inmates in an environment that is safe, secure and humane. This includes safeguarding the public, facility/physical plant infrastructure, staff, and inmates through the efficient, safe and secure operation of the correctional facility, ensuring that all security and operational requirements are fulfilled and eliminating unfavorable occurrences. Offerors must comply with the requirements in accordance with Miss. Code Ann. § 47-5-941, §47-5-1207 and §§ 47-5-1211 through 47-5-1227.

This RFP includes specific and important instructions governing the content of requested proposals, including, but not limited to, requirements specific to the information and material that shall be included in such proposals, a description of the services to be provided, requirements that Offerors must meet to be eligible for consideration, general evaluation criteria, and other requirements specific to this RFP.

MDOC seeks proposals from Offerors who currently possess the experience, expertise, credentials, financial means, and management structure necessary to provide safe and secure operation of the correctional facility to the incarcerated population in the custody of MDOC. In particular, it is the expectation of MDOC that an Offeror possesses appropriate resources to recruit and retain sufficient administrative and correctional personnel in order to meet the staffing requirements set forth herein.

MDOC anticipates the selected Offeror will assume responsibility for managing and operating WCCF under this RFP beginning 12:01 a.m. CST, July 1, 2026. Selected Offeror will have basic personnel, systems/programs, as outlined in Section 5 of this RFP, fully implemented and operational within one-hundred and eighty (180) days of its provision of services under the contract.

An optional facility tour will be held on February 25, 2026, at 11:00 a.m. CST. Please refer to Section 3.4 for registration information.

Proposals must be delivered by 2:00 p.m. CST on March 25, 2026, to the MDOC – Central Office, 301 North Lamar Street, Jackson, MS 39201. Parcels or packages containing

proposals must be clearly marked on the external packaging as “MDOC RFP 3140004482: Facility Operator for Wilkinson County Correctional Facility.” Proposals may also be submitted via the State of Mississippi’s MAGIC system. Offerors’ proposals will be opened on March 25, 2026, at 3:00 p.m. CST. Proposal openings are **not** public; however, the names of Offerors who submitted a response to this RFP will be made public at that time. No other information related to the proposals submitted will be available.

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SECTION 2. DEFINITIONS

To ease the review of and compliance with the terms and conditions of this RFP, MDOC provides the following defined terms, which shall apply to all aspects of this Request for Proposal, except as otherwise defined herein:

- 2.1 ACA – means the American Correctional Association.
- 2.2 ACA Standards – mean the ACA Standards for Adult Correctional Institutions (5th Edition as same may be modified, amended, or supplemented in the future) published by ACA.
- 2.3 Act – mean Sections 47-5-1201 *et. seq.*, 47-5-943 *et. seq.*, Mississippi Code of 1972, as amended, and House Bill 1719, Local and Private Laws of the 1996 Regular Session of the Mississippi Legislature, as amended.
- 2.4 Additional Services – means those additional operational and management services required to be furnished by the MDOC and/or the Facility Operator because of changes in the ACA Standards, laws, government regulations, or the issuance of any judicial decisions which cause an increase in the cost of operating and managing the Facility.
- 2.5 Agency – means the Mississippi Department of Corrections (MDOC).
- 2.6 Agreement – means the Residential Services Agreement between the MDOC and the Authority.
- 2.7 Authority – means the Wilkinson County Industrial Development Authority and/or its subcontractors.
- 2.8 Contract – means the Residential Services Agreement between the MDOC and the Authority.
- 2.9 Contract Compliance Officer – means the person designated by MDOC, pursuant to Miss. Code Ann. §47-5-1223 to monitor compliance with this Agreement.
- 2.10 Contract Facility Operator – means the private entity contracted to manage the daily operations of the Facility.
- 2.11 Department – means the Mississippi Department of Corrections (MDOC).
- 2.12 Facility – means the correctional building(s) constructed in Wilkinson County, Mississippi, known as the “Wilkinson County Correctional Facility” plus any expansion made to said buildings from time-to-time and its grounds.
- 2.13 Force Majeure – means an unforeseeable circumstance that prevents either party from performing any of the terms and conditions of this Agreement, which circumstance results from causes beyond the control and without the fault or negligence of the nonperforming

party. Such causes may include but are not limited to acts of God or the public enemy, storm, fire, epidemics/pandemics, casualty, war or national emergency.

- 2.14** Inmate – shall include any adult person committed in accordance with applicable laws of the State of Mississippi and assigned to the Facility for incarceration therein pursuant to Agreement.
- 2.15** Inmate Day – means each 24-hour period an inmate is committed to the Facility, plus the first day of incarceration, but not the last.
- 2.16** Inmate Information System – means that software utilized by the Facility Operator at the Facility to maintain and track information about the inmates housed at the Facility.
- 2.17** Inmate Per Diem Rate – means the fees payable by the MDOC pursuant to **Section 5.29** of this Request for Proposals.
- 2.18** Inmate Population – means, as of a day, the total inmate population reflected in the Midnight Strength Report for such day.
- 2.19** MDOC – means the Mississippi Department of Corrections.
- 2.20** Midnight Strength Report – means all inmates assigned to the Facility, including Inmates held outside the Facility in connection with legal proceedings or for purposes of receiving medical care to the extent MDOC has not taken over the security of such inmates and Facility Operator continues to provide security for such Inmates.
- 2.21** Offeror – means person or vendor who submits a response to this Request for Proposals.
- 2.22** Parties – means MDOC and the Authority, jointly.
- 2.23** Positions – means the specific roles or titles within the organization that define the tasks, responsibilities and requirements associated with it. This may include full-time and part-time roles.
- 2.24** Posts – means the established work assignment within the facility that includes specific duties and responsibilities related to a particular location.
- 2.25** Principal – means an individual who holds significant ownership, leadership authority, or decision-making power within the Offeror’s organization.
- 2.26** Procurement – refers to the process of buying, purchasing, or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of services, including description of requirements, solicitation and selection of sources, preparation and award of contract, and all phases of contract administration.

- 2.27** Procurement Officer – means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also included an authorized agency representative acting within the limits of such representative’s authority.
- 2.28** Standards – means the ACA Standards, standards required by any applicable court orders, state laws and/or federal constitutional standards, with any allowable deviations or waiver from those standards in design or management that are necessary for the operation of the Facility. When differences exist between the court requirements and the ACA Standards, the higher standard, as defined by MDOC, will prevail.
- 2.29** State – means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 2.30** Use of Force – means force as contemplated by the ACA Standards and/or the Act (Mississippi Code Annotated § 47-5-1215), as the same may be amended, from time-to-time.

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SECTION 3. PROCUREMENT

3.1 Procurement Regulations

The *Mississippi Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations* does not have direct purview over this solicitation and contract; however, MDOC will closely follow its guidelines in issuing this RFP.

3.2 Deadline for Proposals

Proposals shall be submitted to MDOC’s Office of Procurement and Contracts no later than 2:00 PM Central Standard Time (CST), March 25, 2026.

All Offerors are urged to take the possibility of delay into account when submitting a proposal. Timely submission of the proposal package is the responsibility of the Offeror. Proposals received after the specified time will not be considered. It is suggested that if a proposal is mailed to MDOC, it should be posted in certified mail with a return receipt requested. MDOC will not be responsible for mail delays or lost mail. All risk of late arrival due to unanticipated delay – whether delivered by hand, U.S. Postal Service, courier or other delivery service or method – is entirely on the Offeror.

Proposals received after the specified time will be rejected and maintained unopened in the procurement file. A proposal received at the place designated in the solicitation for receipt of proposals after the exact time specified for receipt will not be considered unless it has been determined by the Agency that the late receipt was due solely to mishandling by the Agency after receipt at the specified address.

3.3 Proposal Timeline

The State of Mississippi will make every effort to adhere to the following deadlines and schedule:

DATE	TIME (if applicable)	TASKS
February 10, 2026		Request for Proposals Issued
February 20, 2026	5 P.M. CST	Confirm attendance for Optional Facility Tour Deadline
February 25, 2026	11 A.M. CST	Tour of Wilkinson County Correctional Facility (Optional)
March 4, 2026	5 P.M. CST	Questions and Request for Clarification to Agency Deadline
March 10, 2026		Anticipated Date MDOC to Post Answers to Offeror Questions
March 25, 2026	2 P.M. CST	Proposals Due
March 25, 2026	3 P.M. CST	Proposal Opening
April 10, 2026		Anticipated Date MDOC Selection Committee Completes Scoring

April 16, 2026		Anticipated Notice of Intent to Award posted
April 21, 2026	5 P.M. CST	Anticipated Request for Reconsideration of Notice of Intent to Award and/or Post-Award Debriefing
April 23, 2026		Anticipated Post-Award Debriefing Date
May 1, 2026		Anticipated Notice of Contract Award Announcement
July 1, 2026		Anticipated Contract Effective Date

MDOC reserves the right to alter or amend these deadlines and this schedule to the extent that: (1) any unforeseen or unexpected event or condition arises necessitating a change of schedule; (2) it is in the best interest of MDOC; (3) in order to protect the integrity of the procurement process; or (4) for any other good cause. Any changes to this schedule will be published at <https://www.mdoc.ms.gov/general-public/procurement>. Any date listed as an anticipated date may be changed at the sole discretion of MDOC without amendment to the RFP. Offerors, therefore, should routinely check for any additional updates or additional information provided by MDOC during the procurement process.

3.4 Facility Tour (Optional)

An optional facility tour will be held on **February 25, 2026 at 11:00 A.M. CST Wilkinson County Correctional Facility**. Any party interested in responding to the solicitation is urged to have no more than three representatives attend. The purpose of the facility tour is to allow potential Offerors an opportunity to gain a tangible understanding of the facility layout and plant design. Interested vendors may confirm their attendance by emailing, Crystal T. Henry, Ph.D. at procurement@mdoc.state.ms.us by **5 p.m. on February 20, 2026**, with the full legal name of its representatives, company name, and a copy of each representative's state issued ID.

3.5 Questions & Answers

Any questions regarding this RFP should be submitted via email to Procurement@mdoc.state.ms.us with a subject line: "Questions – Facility Operator for Wilkinson County Correctional Facility (RFX #3140004482)" no later than 05:00 P.M. CST on March 4, 2026. MDOC shall post the questions, along with the answers to the questions, on MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) by March 10, 2026. MDOC reserves the right to forego answering any question received after the deadline set forth above. In the event that any Offeror submits any question or questions after the deadline set forth above and elects to proceed with the submission of a proposal, such Offeror voluntarily and knowingly assumes the risk that its proposal will not be responsive or competitive due to their failure to timely submit the subject questions and/or their failure to permit MDOC sufficient time to review and answer any questions untimely submitted.

3.5.1 Responses to questions will be posted as an amendment to the MDOC website at <https://www.mdoc.ms.gov/> under General Public>Procurement>Request for Proposals and to the Buying and Selling to Government in Mississippi portal at https://www.ms.gov/dfa/contract_bid_search on March 10,

2026. Questions received after this date may be considered for response, although there is no guarantee as to if, or when a response will be provided. It is the Offeror's sole responsibility to regularly monitor the website and/or portal for amendments and/or announcements concerning this RFP.

3.5.2 A copy of this RFP, including all appendices and attachments, and any subsequent amendments, including the Question and Answer amendment, if issued, will be posted on the MDOC website at <https://www.mdoc.ms.gov/> under the General Public>Procurement>Request for Proposals section or through the Procurement Opportunity and Public Notification Search portal at https://www.ms.gov/dfa/contract_bid_search/. It is the responsibility of all interested Offerors to monitor the website/portal for updates regarding this procurement.

3.5.3 By engaging in this procurement, each Offeror represents and warrants that it will routinely and regularly monitor the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>) for new, additional, and/or pertinent information or addenda/amendment to the RFP.

3.6 Addenda/Amendment to the RFP

MDOC reserves the right to amend this RFP at any time. Should an amendment to the RFP be issued, it will be posted on the MDOC website at <https://www.mdoc.ms.gov/> under General Public>Procurement>Request for Proposals and to the Buying and Selling to Government in Mississippi Portal at https://www.ms.gov/dfa/contract_bid_search.

Please monitor the website and/or portal for amendments to this RFP. The MDOC responses to questions will be treated as amendments to this RFP and will require acknowledgment.

If MDOC deems it necessary to revise any part of this RFP before the deadline for submission of proposals, MDOC will post an addendum/amendment to the MDOC's website (<https://www.mdoc.ms.gov/general-public/procurement>).

3.6.1 Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgment must be received by MDOC by the time and at the place specified for receipt of proposals.

3.7 Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the RFP in writing. The acknowledgment shall be submitted by signing and returning the amendment. Each Offeror shall submit a written acknowledgment of every amendment to the MDOC on or before the proposal submission deadline.

3.8 Expenses Incurred in the Procurement Process

All parties participating in the procurement process with regard to this solicitation shall bear their own costs of participation, pursuant to Section 1.4.4 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

3.9 Right to Reject, Cancel and/or Reissue Another RFP

MDOC specifically reserves the right to reject any or all proposals received in response to this RFP, cancel this RFP in its entirety, or issue another RFP.

3.10 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being notified by MDOC Office of Procurement and Contracts that it has been awarded the contract.

3.11 Expulsion or Debarment

By submitting a proposal in response to the RFP, the Offeror certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Offeror further certifies that it is not an agent of any such person or entity. Offeror certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Offeror certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Offeror certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Offeror's failure to perform, default, or any other action or inaction by the Offeror.

3.12 Restrictions on Communications with the MDOC Staff

At no time shall any Offeror or its personnel, contact or attempt to contact, the MDOC staff regarding this RFP except the MDOC Legal Department, Office of Procurement and Contracts Division. All correspondence should be sent to procurement@mdoc.state.ms.gov. Should it be determined that any Offeror has attempted to communicate or has communicated with any of the MDOC staff outside of the Legal Department office of Procurement and Contracts Division regarding this RFP, the MDOC at its discretion, may disqualify the Offeror from submitting a proposal in response to this RFP.

3.13 Disposition of Proposal

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by the MDOC shall upon receipt become and remain the property of MDOC. MDOC shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

3.14 Modification or Withdrawal of a Proposal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to MDOC, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal shall be a complete replacement for a previously submitted proposal and shall be clearly identified as such. MDOC shall not merge, collate, or assemble proposal materials.

Unless requested by MDOC, no other amendments, revisions, or alterations to the proposal shall be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal due date.

3.15 Rejection of Proposals

A proposal response that includes terms and conditions that do not conform to the terms and conditions specified within this RFP document is subject to rejection as non-responsive. Further, submission of a proposal that is not complete and/or unsigned is subject to rejection as non-responsive. MDOC staff reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDOC staff of non-responsiveness based on the submission of nonconforming terms and conditions. Any proposal which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and will be rejected.

3.16 Alternate Proposals

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal may result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of MDOC, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

3.17 Corrections and Clarifications

MDOC reserves the right to request clarifications or corrections to proposals. Any proposal received which does not meet any of the requirements of this RFP, including clarification or correction requests, may be considered non-responsive and eliminated from further consideration.

3.18 Registration with Mississippi's Accountability System for Governmental Information and Collaboration (MAGIC)

If the Offeror is not already registered as a supplier in MAGIC, the Offeror should register as a supplier with the State of Mississippi. Registering as a supplier with the State of MS allows businesses to register for upcoming opportunity notifications by the products they

supply, search the system for upcoming solicitations, respond to solicitations electronically, and receive purchase orders via e-mail. The registration can be completed at the following link: https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#. Any questions regarding registration in MAGIC should be directed to the Mississippi Management and Reporting System (MMRS) staff by emailing mash@dfa.ms.gov or calling 601-359-1343.

3.19 Certification of Independent Price Determination

By submitting a proposal, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

3.20 Proposal Opening

Proposals shall be opened in the presence of one or more Agency officials on the date and time designated in the RFP. Proposals should *not* be opened publicly. The name of each Offeror and such other information as is deemed appropriate by the Agency shall be recorded. This information shall be available to the public via the *Mississippi Public Records Act of 1983*.

3.21 Required Contract Terms and Conditions

Any contract entered into the MDOC pursuant to this RFP shall have the required clauses found in **Appendix G** and those required by the Public Procurement Review Board (PPRB) Office of Personal Service Contract Review (OPSCR) Rules and Regulations as updated and replaced by PPRB. The MDOC will not accept exceptions from these required clauses. Proposals which condition the proposal based upon the State or MDOC accepting other terms and conditions not found in the RFP, or which take exception to the State/MDOC's terms and conditions, may be found non-responsive, and no further consideration of the proposal will be given.

3.22 Optional Terms and Conditions

Any contract entered into with the MDOC pursuant to this RFP may have, at the discretion of the MDOC, the optional clauses found in **Appendix H** and those with the Public Procurement Review Board (PPRB), *Office of Personal Service Contract Review (OPSCR) Rules and Regulations* as updated and replaced by PPRB.

3.23 Disclosure of Principals, Parent Organizations, and Subsidiaries

Offeror shall disclose the names, titles, and roles of all Principals of the organization, as well as identify any parent organizations, subsidiaries, or affiliated entities. This disclosure shall include the legal names of such entities, the nature of the relationship, and ownership or controlling interests. The Offeror shall provide this information using **Appendix A- Proposal Cover Sheet** and shall update the information upon request by the Agency.

3.24 Confidentiality

MDOC is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, *et seq.* If a public records request is made for any information provided to MDOC by Offeror, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Offeror has previously indicated the information is not a trade secret or confidential commercial and financial information. The MDOC shall not be liable to the Offeror for disclosure of information required by court order or required by law.

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SECTION 4. PROPOSAL REQUIREMENTS

4.1 Proposal Deadline

The Offeror bears the responsibility of ensuring delivery of hard copies of proposal by an acceptable means of delivery to MDOC Contact Person, Crystal T. Henry. **Proposals received after the time and date set for submission shall not be considered for award.**

4.2 Term

The anticipated term of the contract shall be for a period of three (3) years, beginning on July 1, 2026 and ending on June 30, 2029, with two (2) optional one-year renewals, not to exceed five (5) years.

4.3 Manner of Submission

Proposals must be submitted by U.S. Mail, other courier, or by hand delivery in a sealed envelope or package. Sealed proposals should be mailed or hand-delivered to and labeled as follows:

Address if mailing proposals:

RFP RFx Number 3140004482

Date: March 25, 2026, 2:00 P.M. CST

Mississippi Department of Corrections, Contracts & Procurement

301 North Lamar Street

Jackson MS. 39201

SEALED PROPOSAL – DO NOT OPEN

Address if hand delivering proposals:

RFP RFx Number 3140004482

Date: March 25, 2026, 2:00 P.M. CST

Mississippi Department of Corrections, Contracts & Procurement

301 North Lamar Street

Jackson MS. 39201

SEALED PROPOSAL – DO NOT OPEN

The time and date of receipt will be indicated on the sealed proposal envelope or package by MDOC staff. The only acceptable evidence to establish the time of receipt at the office identified for proposal opening is the time and date stamp of that office on the proposal wrapper or other documentary evidence of receipt used by that office

Proposals submitted by facsimile (fax) machine will not be accepted/considered.

All proposals shall be typewritten. Offerors shall submit ten (10) physical copies of the original, signed proposal package in binders and one (1) electronic copy of the proposal package in a searchable Microsoft Office® format, preferably in Word® or Portable Document Format (PDF®) on flash drive or compact disk.

Electronic Submission: The electronic files shall not be password protected, shall be in Portable Document Format (PDF®) or Microsoft Word and/or Microsoft Excel format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel. The procurement staff, not the evaluation committee, will have exclusive access to this electronic copy, which shall consist of the following:

- A. One (1) electronic copy of the original proposal including all attachments in the form as required herein.
- B. One (1) PUBLIC electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, that has been redacted if the proposal contains confidential information as described below.

4.4 Content of Proposals

All proposals shall be typewritten. Offerors shall submit ten (10) physical copies of the original, signed Proposal package in binders and one (1) electronic copy of the Proposal package. The original Proposals shall include ten (10) tabs dividing appropriate sections of the Offeror's Proposal. The electronic copy shall be stored on a thumb drive that includes separate PDF file folders for each required tab.

Each Tab should be labeled as follows and include the content discussed in **Section 4.8 through 4.11** of this RFP:

- a. Proposal Cover Sheet (Appendix A)
- b. **Section 1** – Introduction/Signed Proposal Cover Letter
- c. **Section 2** - Signed Debarment Verification Form (Appendix B)
- d. **Section 3** – Signed Proprietary Information Form (Appendix C)
- e. **Section 4** – Signed Cost Proposal (Appendix D)
- f. **Section 5** – References (Appendix E)
- g. **Section 6** – Signed Certifications and Assurances Form (Appendix F)
- h. **Section 7** – Signed Statement of Compliance (See Appendix I)
- i. **Section 8** – Technical Plan
- j. **Section 9** – Management Plan
- k. **Section 10** – Signed Acknowledgment of RFP Amendments (if any)

Modification or additions to any portion of the procurement document may be cause for rejection of the proposal. MDOC reserves the right to decide, on a case-by-case basis whether to reject a qualification with modifications or additions as non-responsive. As a precondition to proposal acceptance, MDOC may request the Offeror to withdraw or modify those portions of the proposals that are deemed non-responsive that do not affect the quality or price.

4.5 Submission Format

Each Offeror must submit their proposal in the style and format outlined herein. Proposals must be typewritten on 8.5” x 11” paper (charts or graphs may be provided on legal-sized

paper) using Times New Roman font type, font size 12, with standard half-inch margins. Appendices, as well as samples and templates required of the proposal need not comply with font and margin restriction.

Any proposals that do not adhere to these requirements will be deemed non-responsive and may be rejected on that basis. It is the Offeror's responsibility to organize and separate the information into the sections accordingly.

The proposal should be labeled and submitted as applicable per file version:

- a. Proposal Cover Sheet (Appendix A)
- b. **Section 1** – Introduction/Signed Proposal Cover Letter
- c. **Section 2** - Signed Debarment Verification Form (Appendix B)
- d. **Section 3** – Signed Proprietary Information Form (Appendix C)
- e. **Section 4** – Signed Cost Proposal (Appendix D)
- f. **Section 5** – References (Appendix E)
- g. **Section 6** – Signed Certifications and Assurances Form (Appendix F)
- h. **Section 7** – Signed Statement of Compliance (See Appendix I)
- i. **Section 8** – Technical Plan
- j. **Section 9** – Management Plan
- k. **Section 10** – Signed Acknowledgment of RFP Amendments (if any)

Each page of the proposal must be numbered. Multiple page attachments and samples should be numbered internally within each document, and not necessarily numbered in the overall page number sequence of the entire proposal. The intent of this requirement is that the Offeror submit all information in a manner so that it is clearly referenced and easily located.

4.6 Minimum Requirements

The Offeror shall be capable of providing stand-alone services (with minimal support required from the Department) to the specific Offender population that shall, at a minimum, comply with Federal Constitutional Standards; State Standards; Department Standards; and American Correctional Association (ACA) Standards. The Offeror shall comply with applicable Department Policies in its operation of the Facility. The level and quality of programs and services must be at least equal to those provided by state-operated facilities that house similar types of Offenders.

When differences exist between the Federal and State Standards, Department Policies and ACA Standards, the higher standard, as defined by the Department, will prevail.

The Offeror must submit documentation demonstrating that it meets the follow minimum qualifications:

The following minimum qualifications and legal responsibilities are mandatory.

4.6.1 Offeror must have been in business and providing services similar in

requirements and scale to those described in this RFP for a minimum of 5 years. Offeror must explain the Offeror's expertise and/or history in the provision of facility operator to include summary of inmate population, class levels served.

- 4.6.2** Offerors must receive a minimum average of six (6) points on two (2) Reference Score Sheets for a total minimum scoring requirement of 12 points as discussed in **Section 4.11**.
- 4.6.3** Offeror must be qualified to do business in Mississippi by registering with the Secretary of State. Any Offeror who is not registered to do business in the State on the proposal submission deadline must agree to complete any necessary registration within seven (7) business days of the Notice of Intent to Award, if the Offeror is named the intended awardee.
- 4.6.4** Offeror must submit a proposal which conforms in all material respects to the RFP **Section 4.5** as determined by MDOC.
- 4.6.5** All proposals must contain language on how the Offeror can meet the identified needs of the inmates.
- 4.6.6** Offeror must submit the following appendices, completed in its entirety and signed by authorized representative:
 - a. Appendix A – Proposal Cover Sheet;
 - b. Appendix B – Debarment Verification Form;
 - c. Appendix C – Proprietary Information Form;
 - d. Appendix D – Cost Proposal;
 - e. Appendix E – Reference List in accordance with the details set forth in **Section 4.11**
 - f. Appendix F – Certifications and Assurances
 - g. Appendix I – Statement of Compliance
 - h. Acknowledgment of Amendments, if applicable;

If, in the opinion of the MDOC Legal Department Office of Procurement and Contracts Division, the Offeror fails to prove that the proposing company meets any of these minimum qualifications, the proposal will be disqualified from further evaluation. If this happens, the Offeror will be notified of the decision and may have an opportunity to provide additional information to prove the company does meet the minimum qualifications. It is incumbent upon the disqualified Offeror to respond timely and completely to any such notice as unreasonable delays and/or non-responsive submissions may result in the disqualification being upheld without further review.

4.7 Cost Requirements

The Offeror acknowledges that it will provide management services based upon current federal and State of Mississippi laws, the MDOC policies and procedures and ACA Standards in effect as of the date of the awarded contract. If there are any changes in ACA Standards, federal and State of Mississippi laws, government regulations, the MDOC policies and procedures, or court orders which necessitate a change in the scope of services furnished hereunder so as to increase the cost of operating and managing the Facility or performing other services contemplated in the awarded contract, the Offeror may be provided extra compensation for the additional services required. The Offeror shall provide reasonable notice in writing together with documentation or other information supporting the request for additional compensation to offset the increase in costs for furnishing the additional services. The MDOC shall review this information and if it determines that an increase may be warranted, MDOC will work in good faith to negotiate an appropriate adjustment mutually acceptable to both parties, pursuant to Miss. Code Ann. § 47-5-1211.

- A. The Offeror acknowledges that pursuant to Miss. Code Ann. § 47-5-1211, the costs of the operation provided hereunder, including the State of Mississippi's cost for monitoring such private operation, must offer a cost savings of at least ten percent (10%) to the MDOC for at least the same level and quality of service offered by the MDOC.

The Joint Legislative Committee on Performance Evaluation and Expenditure Review (PEER) is required every two years to contract with a certified public accounting firm to establish a State of Mississippi inmate cost per day using financial information of the MDOC for the most recently completed fiscal year. The State of Mississippi inmate cost per day shall be certified as required by Miss. Code Ann. § 47-5-1211.

The certified cost shall be used as the basis for measuring the validity of the ten percent (10%) savings of the Offeror's costs. Fees payable by the MDOC hereunder for any year shall not exceed the maximum rate which will result in a cost savings for such year of at least ten percent (10%) to the MDOC calculated in accordance with Miss. Code Ann. § 47-5-1211.

4.8 Contents of Technical Plan

Offerors must prepare the Technical Plan by repeating each requirement verbatim, including the section number, followed by a complete and direct response. Each response must address every component of the requirement in a clear, concise, and factual manner. General statements, marketing language, or non-committal phrases such as "will discuss," "will consider," or "information available upon request" are not acceptable. If the Offeror cannot provide a direct response, the Offeror must clearly state the reason and provide any relevant explanation.

The Technical Plan must demonstrate the Offeror's **operational capability, organizational structure, financial and administrative capacity, staffing**

qualifications, policies, and quality assurance systems necessary to meet the performance expectations of the Mississippi Department of Correction

4.8.1 Company Overview, Structure, and Expertise

Offeror must demonstrate It has the operational depth, structure, and expertise to manage Wilkinson County Correctional Facility safely and effectively while meeting MDOC’s operational expectations. *(Related Scope of Services 5.1 – 5.30)*

4.8.2 State Contract Management Operations

Offeror must provide the Contract Compliance Monitor’s experience managing state government contracts and their ability to meet MDOC expectations, resolve operational challenges, and oversee contract compliance. *(Related Scope of Services, 5.15-5.28).*

4.8.3 Financial & Administrative Capacity

Offeror must demonstrate evidence of financial, administrative, and staffing capability to reliably support facility operations without disruption. Staffing charts and/or financial reports are strongly encouraged. *(Related Scope of Services: 5.17, 5.18, 5.30)*

4.8.3.1 Financial Proposal Compliance with RFP

Offeror may be required before the award of any contract to demonstrate to the complete satisfaction of MDOC that Offeror possesses access to the necessary ability and financial resources to provide the services specified here in a satisfactory manner. Offeror may also be required to provide a history of prior performance and references in order to satisfy MDOC in regard to the offeror’s qualifications. MDOC reserves the right to reject any proposal if the evidence submitted by, or investigation of, Offeror fails to satisfy MDOC that Offeror is qualified to carry out the obligations of the Contract and to complete the Scope of Work. The physical and electronic copies of the documents submitted pursuant to this Section must be a mirror image of each other and any spreadsheets must be provided in Microsoft Excel native format.

4.8.4 Licensing & Accreditation

Offerors should demonstrate its commitment to compliance, professionalism and continuous improvement.

4.8.4.1 Offeror must demonstrate its ability to obtain and/or maintain required licenses and accreditation, including ACA accreditation. *(Related Scope of Services: 5.1)*

4.8.5 Outcome Measurement & Quality Assurance

4.8.5.1 Performance Measurement Systems

Offeror must describe its systems for measuring outcomes, monitoring performance, and ensuring compliance with MDOC, state, and federal policies and regulations. *(Related Scope of Services: 5.15, 5.27)*

4.8.5.2 Technology, Corrective Action & Program Oversight

Offeror must describe its use of technology, corrective action processes, and methods for managing inmate programs, daily schedules, and service delivery. *(Related Scope of Services: 5.12, 5.15.5, 5.27)*

4.8.6 Operational Service Delivery Capability

Offeror must demonstrate its ability to perform all operational services required in **Section 5- Scope of Services and Requirements**. Responses must address, at minimum:

4.8.6.1 Investigations & Reporting

Ability to cooperate fully with MDOC investigations and report criminal activity, staff arrests, contraband incidents, escapes, disturbances, suicides, and fiscal improprieties. *(Scope of Services: 5.2 – 5.2.5, 5.3, 5.6)*

4.8.6.2 PREA Compliance

Ability to comply with PREA standards, including reporting timelines and incident documentation. *(Scope of Services: 5.4 – 5.4.1)*

4.8.6.3 Emergency & Critical Incident Response

Plans for riots, fires, natural disasters, labor disputes, disturbances, hunger strikes, suicides, homicides, and MDOC assumption-of-operations. *(Scope of Services: 5.5, 5.21 – 5.21.3.4)*

4.8.6.4 Transportation Services

Ability to transport inmates to healthcare, court, and MDOC-designated locations. *(Scope of Services: 5.9)*

4.8.6.5 Mail Handling

Processes for receiving, screening, scanning (if applicable), and delivering inmate mail. *(Scope of Services: 5.10)*

4.8.6.6 Recreation & Legal Assistance

Provision of indoor/outdoor recreation and designated space for inmate legal assistance. *(Scope of Services: 5.7, 5.8)*

4.8.6.7 Facility Supplies

Ability to provide hygiene, cleaning, linen, and operational supplies. *(Scope of Services: 5.11)*

4.8.6.8 Classification Compliance

Ability to comply with MDOC classification authority and review requirements. *(Scope of Services: 5.13 – 5.13.2)*

4.8.6.9 Facility Maintenance & Preventative Maintenance

Ability to maintain the facility, including infrastructure, utilities, security systems, and preventative maintenance schedules. (*Scope of Services: 5.17*)

4.8.6.10 Video Surveillance System

Ability to meet camera coverage standards, eliminate blind spots, retain footage for 90–180 days, and provide MDOC immediate access. (*Scope of Services: 5.30 – 5.30.1*)

4.8.6.11 Drug Testing Program

Ability to implement drug and alcohol testing for staff, volunteers, and subcontractors. (*Scope of Services: 5.22*)

4.8.6.12 Reporting Requirements

Ability to meet all reporting requirements, including daily, monthly, annual, and ad hoc reports, and ensure accuracy, timeliness, and completeness. (*Scope of Services: 5.27 – 5.27.7.2*)

4.9 Contents of Management Plan

Offerors must prepare the Management Plan by repeating each requirement verbatim, including the section number, followed by a complete and direct response. Responses must be specific, detailed, and address all requested information without deflection or generalities. Statements such as “will discuss,” “will consider,” or other non-responsive language are not acceptable. If the Offeror cannot provide a direct response, the Offeror must clearly state the reason and provide any relevant explanation.

The Management Plan must demonstrate the Offeror’s **leadership capability, staffing strategy, organizational structure, training programs, compliance systems, and ability to provide and sustain inmate programs and services** in alignment with MDOC’s operational and rehabilitative objectives.

4.9.1 Proposed Staffing Strategy, Structure and Qualifications

Offeror must demonstrate its ability to recruit, retain, and manage qualified staff; maintain adequate staffing levels; and implement a clear, functional organizational structure. (*Scope of Services: 5.18, 5.19, 5.20*)
Offeror must include a completed version of **Appendix K-Wilkinson County Staffing Plan**.

4.9.1.1 Staffing Chart & Span of Control

Offeror must provide a staffing chart, span of control, and supervisory structure aligned with the operational needs of Wilkinson County Correctional Facility. (*Scope of Services: 5.18*)

4.9.1.2 Talent Acquisition & Turnover Management

Offeror must describe its talent acquisition strategy, turnover response time, and succession planning. (*Scope of Services: 5.18.1 – 5.18.5.3*)

4.9.1 Staff Education and Training

Offeror must demonstrate its commitment to maintaining a well-prepared workforce capable of meeting MDOC's standards (*Scope of Services: 5.19, 5.22*).

4.8.1.1 Training Programs and Certifications

Offeror must discuss available and offered staff trainings and certifications related to safety procedures, emergency response, inmate interaction use of force and compliance requirements.

4.9.2 Inmate Programs & Services

Offeror must demonstrate its ability to deliver and sustain required programs, including but not limited to education career and technical training substance abuse treatment, recreation, religious services, reentry planning, and daily schedule management. (*Scope of Services: 5.7, 5.12 – 5.12.2*)

4.9.2.1 Program Quality, Continuity & Past Performances

Offerors must demonstrate their ability to assess the quality, continuity, and staffing support for these programs, as well as demonstrate evidence of past success in delivering services similar to those listed in this RFP. (*scope of Services 5.12 – 5.12.2*)

4.9.3 Policies, Compliance & Quality Assurance

Offeror must detail its operational framework, including documented policies, communication protocols, compliance systems and quality assurance processes. (*Scope of Services: 5.15 – 5.28*)

4.9.3.1 Outcome Measurement, Technology and Corrective Action

Offeror must detail its methods for measuring outcomes, using technology, and mitigating and/or correcting deficient as it related to operating at Wilkinson County Correctional Facility. (*Scope of Services: 5.15.5 – 5.15.6.5, 5.27*)

4.9.4 Operational Readiness & Critical Incident Management

Offeror must demonstrate its ability to manage critical incident and maintain operational readiness. (*Scope of Services: 5.5, 5.21 – 5.21.3.4*)

4.9.4.1 Critical Incident Response Plans

Offeror must provide detailed plans for responding to disturbances, escapes, suicides, homicides, PREA incidents, hostage situations, natural disasters, staff work stoppages, fires, and other significant events. (*Scope of Services: 5.21 – 5.21.2*)

4.9.4.2 MDOC Assumption-of-Operations Plans

Offeror must describe its plans for MDOC takeover of operations, transition of inmates, continuity of operations during emergencies, and scenarios involving bankruptcy or insolvency. (*Scope of Services: 5.21.3 – 5.21.3.4*)

4.10 Insurance Requirements

A contractual requirement of this procurement is the acquiring and maintenance of the following types of insurance. **The MDOC cannot waive or lower any of the insurance requirements.** Offeror represents that will, at its own expense, obtain and maintain insurance for the full value of the building which shall include at a minimum the following:

4.9.5 General Liability Insurance to protect the property, goods, and material of Wilkinson County Correctional Facility. Such policy of insurance shall provide a minimum coverage in the amount of ten million dollars (\$10,000,000.00) with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

4.10.2 Motor Vehicle Liability Insurance. Such policy of insurance shall provide a minimum coverage in the amount of five hundred thousand dollars (\$500,000.00) with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of MDOC from the Mississippi Department of Insurance.

4.10.3 Workers' Compensation Insurance which shall fully comply with the Mississippi Workers' Compensation Law.

The Offeror represents that it will provide all Certificates of Insurance within 30 days of Notice of Intent to Award.

4.11 References Requirement

All requested references should be provided using the References Form in **Appendix E**. The Offeror must document, through their references, they have the experience required to meet the minimum requirements. The MDOC staff must be able to complete two (2) reference checks for each category for a proposal within ten (10) business days of proposal opening to be considered responsive.

4.11.1. List the three largest clients in the last ten (10) years, for whom you are providing (or have provided) services similar to those requested in this RFP along with the following:

1. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm, as needed;
2. Length of time providing services for the listed client;

3. Number of personnel utilized for this client;
4. Was a project/contract manager provided for this client; and,

4.11.2. List three governmental clients for whom you are providing (or have provided) services similar to those requested in this RFP.

1. Client name, include the name, title, address, e-mail address, and telephone number of a person whom we may contact to confirm as needed;
2. Length of time providing services for this governmental client;
3. Number of personnel utilized for this governmental client;
4. Was a project/contract manager provided for this governmental client; and,
5. Size of this governmental client.

4.12 Errors or Omissions

The Offeror shall agree that it will not be allowed to take advantage of any errors or omissions in the RFP specifications. Where errors or omissions appear in the RFP specifications, the Offeror shall promptly notify the MDOC in writing of such errors or omissions it discovers. To be considered, any significant errors, omissions or inconsistencies in the specifications are to be reported no later than ten (10) days before time for the RFP response is to be submitted.

4.13 Proposal Compliance with RFP

Please carefully review the information located in *Appendix I – Statement of Compliance* and include a copy **signed by an officer, principal, or owner** of your company with your completed proposal. Failure to submit a signed Statement of Compliance may result in your proposal being eliminated from further consideration. If you object to any of the terms and conditions included in **Section 5 – Scope of Services**, and/or the *Sample Management Agreement* draft contract (see **Appendix J**), or any requirements listed in this RFP, please note, and explain your objections on the *Appendix I - Statement of Compliance*. Clauses in *Appendix G- Required Clauses* are deemed mandatory and are nonnegotiable.

4.14 Public Copy of Complete Proposal/Mississippi Public Records Submission

Any Offeror who alleges its proposal contains confidential commercial and financial information of a proprietary nature and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Mississippi Code Annotated, §§ 25-61-91, et seq., 79-23-1 and/or 75-26- 3(d) shall submit a Public Copy as stated herein. Offeror must complete and submit *Appendix C, Proprietary Information Acknowledgement*.

4.14.1 Public Copy

At the time the proposal is submitted, Offeror shall provide, in addition to copies required above, a full complete copy of the proposal and a second copy of the full and complete proposal with redactions in black to any information Offeror deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets. Offeror must also include a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). An electronic copy of the redacted proposal and statement should be marked PUBLIC and included as a part of the electronic submission as described above.

The Public Copy of the proposal is considered a public record and is subject to release by MDOC without notice to the Offeror pursuant to Miss. Code Ann. §§ 25-61-1 et seq. MDOC may release the Public Copy pursuant to requests under the Mississippi Public Records Act or any other reason deemed necessary by MDOC.

4.14.2 Petition for Protective Order

MDOC may not provide notice of any request for public records. Therefore, any Offeror that prefers further protection of its records (outside of, or in addition to, that option offered under **Section 4.14.1**) should file a petition for a protective order in the Chancery Court of Hinds County, Mississippi within twenty-one (21) calendar days following the proposal deadline. Any such petition should request an injunction under Miss. Code Ann. §§ 75-26-5(3) and 25-61-9 and request that the Court identify all information in the proposal as confidential commercial or financial information under Mississippi Code §§79-23-1 or 25-61-9, and/or trade secret under Mississippi Code §§75-26-3(d), 75-26-5(3) or 25-61-9.

The petition should also cite the following requirements of Miss. Code Ann § 25-61-9(7): “For all procurement contracts awarded by state agencies, the provisions of the contract which contain the commodities purchased or personal or professional services provided, the unit prices to be contained within the procurement contracts, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information.”

Notice of any such petition being filed in the Chancery Court of Hinds County, Mississippi shall be served on MDOC in accordance with the Mississippi Rules of Civil Procedure. Offeror shall also directly provide MDOC General Counsel a copy of such notice by mail to MDOC Attn: General Counsel 301 North Lamar Street, Jackson, MS 39201, and a courtesy copy via email within twenty-one (21) days of the proposal submission deadline. Delivery via email shall be made to Courtney Cockrell, MDOC Deputy General Counsel, at coucockrell@mdoc.state.ms.us. The risk of delivery shall be borne by the Offeror.

4.14.3 No Confidential Commercial Information

If an Offeror does not submit a Public Copy, MDOC will consider the proposal submitted to be the Public Copy and subject to being released, in full, without notice to the Offeror.

Any Offeror that does not allege their proposal contains confidential commercial or financial information and/or trade secrets protected from disclosure under the Mississippi Public Records Act pursuant to Miss. Code Ann. §§ 25-61-1, et seq., 79-23-1, 75-26-3(d), and/or 75-26-5(3) shall submit a signed acknowledgement attached hereto as **Appendix C**, along with its proposal submission. The acknowledgement shall be signed by a person with signatory and binding authority for the Offeror.

Failure to submit either a redacted version of the Offeror's proposal or signed acknowledgement on or before the proposal submission deadline may result in the Offeror being deemed non-responsive. MDOC shall have the sole discretion to provide additional time for the Offeror to complete the requirements of **Section 4.14**.

By submitting a proposal to MDOC in response to this RFP, Offeror indicates its consent and waiver as described in this Section. Offeror acknowledges that, if the protection of confidential commercial or financial information of a proprietary nature or a trade secret is challenged by any person, business, or governmental body, then Offeror shall be responsible for intervening and justifying its protection from public disclosure in any applicable hearing or proceeding at Offeror's sole and exclusive cost.

4.14.4 Notice Regarding Redactions and Potential Exclusion

Redactions made in bad faith, including but not limited to excessive, unjustified, or misleading redactions that impeded the State's ability to evaluate the proposal, may result in the Offeror being deemed non-responsive and subject to exclusion from further consideration. The State reserves the right to require the Offeror to provide unredacted materials upon request.

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SECTION 5. SCOPE OF SERVICES AND REQUIREMENTS

This section contains information on the legal responsibilities, services, and procedures the Offeror must provide, or adhere to provide the services to the MDOC, either directly or through identified subcontractors.

5.1 American Correctional Association Accreditation

American Correctional Association accredited Offeror shall provide a copy of their certificate for all facilities comparable to Wilkinson County Correctional Facility.

5.2 Investigations

Investigation of all alleged criminal activity involving MDOC inmates assigned to the facility shall be conducted by Offeror with frequent communication or coordination with representatives of the Department of Corrections. The Department Contract Monitor shall be notified immediately by the Contract Facility Operator of suspected inmate criminal activity. The Department Contract Monitor shall notify appropriate Department authorities regarding the alleged activity.

5.2.1 MDOC shall have the right to conduct any investigation it deems necessary, including, but not limited to, the actual or alleged activities listed in 5.2.2 through 5.2.5. Contractor is required to provide its prompt, full and forthcoming cooperation with all investigations, and any failure to fulfill this requirement shall be considered a material breach.

5.2.2 Improper relationships between the Contract Facility Operator staff and MDOC inmates.

5.2.3 The introduction of illegal contraband to the facility whether by MDOC inmates or facility staff.

5.2.4 The Contract Facility Operator staff arrests, to include (but not limited to) staff arrests involving criminal activity with MDOC inmates.

5.2.5 Inmate escapes, disturbances, homicides, deaths, suicides, and any fiscal improprieties or other activity potentially compromising the safety of employees, inmates, or the public

5.3 Death of an Inmate

Offeror shall include a plan for reporting and investigating the death of an inmate which includes frequent communication or coordination with MDOC, local law enforcement, and any other appropriate party.

5.4 Prison Rape Elimination Act (PREA)

The Offeror shall provide a plan illustrating how they comply with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails which includes their reporting process for any inmate sexual abuse or sexual harassment to MDOC.

5.4.1 The Offeror agrees to send to the MDOC all incident reports within one (1) week of the incident. However, for reports involving escapes, the use of deadly force, the use of force in which an inmate or staff is injured or which required medical treatment (in excess of first aid), major disturbances or the death of an Inmate, the Offeror agrees to send such incident reports to the MDOC immediately or as soon as reasonably possible after the incident.

5.5 Safety and Emergency Procedures

The Offeror shall provide a plan for emergencies such as labor disputes, riots, fire and civil disaster.

5.6 Escapes

The Offeror shall provide a plan for immediately reporting escapes to MDOC, the Highway Patrol, and local law enforcement authorities. The plan should also include all reasonable means to recapture the inmate.

5.7 Recreation

The Offeror shall provide a list of indoor and outdoor activities available to the inmate population, including exercise programs.

5.8 Inmate Legal Assistance

The Offeror shall identify a designated area for the Inmate Legal Assistance Program office.

5.9 Transportation

The Offeror shall provide a plan for transporting inmates to and from healthcare service locations, court appearances, and other sites designated by MDOC.

5.10 Mail

The Offeror shall provide a plan for receiving and delivering of mail to inmates including whether mail scanning is utilized.

5.11 Facility Supplies

The Offeror shall provide a schedule for providing Facility supplies, which include general hygiene items, office supplies and building support items such as cleaning supplies, mops, buckets, linens, paper towels, etc.

5.12 Inmate Work and Programs

The Offeror shall list all programs available for inmate participation with a detailed description of the requirements for acceptance into the program. The list shall include educational, substance abuse program, vocational, occupational, on the job training, supervised intramural activities, and any other programs consistent with the MDOC's policies and procedures.

5.12.1 Offeror shall state whether on-the-job certification for training programs will be included in the inmate work program and whether Offeror will provide work certification of inmates to MDOC.

5.12.2 Offeror shall provide information detailing the number of inmates who have completed the various programs within the last two (2) years.

5.13 Classification

The Offeror agrees that it may administratively transfer any inmate to a higher security level for a period not to exceed seventy-two (72) hours without an administrative hearing and any such action taken by the Offeror shall be reported immediately to the MDOC.

5.13.1 The Offeror shall agree that the MDOC shall have sole authority for the initial classification of inmates, the assignment of inmates to and the removal of inmates from the Facility.

5.13.2 The Offeror shall agree that its classification supervisor shall ensure each close custody Inmate assigned to the Facility receives a classification review every six (6) months.

5.14 Public Information

The Offeror shall agree to notify MDOC's Communications Director or his/her designee within twenty-four hours of receipt of all media and requests for public information.

5.15 Inspection of Services

The Offeror shall agree to the following:

MDOC shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Offeror related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Inmate records generated by the Offeror in connection with performance of this Contract.

5.15.1 The MDOC shall have the right to reasonably prompt access to examine and receive copies of all records of the Contract Facility Operator and/or Owner, the facility's operation, including financial books and records, maintenance records, and employee and inmate records generated by the Contract Facility Operator in connection with the performance of this Contract. The MDOC requires written

assurance from the Contract Facility Operator and/or owner, that such access shall be provided.

5.15.2 Monitoring activities shall be conducted on both a random and routine basis by MDOC monitoring staff. Monitoring shall include, but is not limited to, security, inmate management and control, inmate programs and services, facility safety and sanitation, administration, food service, personnel practices and training, inmate health services, inmate discipline, and records pertaining to this Contract. Findings of non-compliance shall result in written deficiency notices and/or other forms of documentation and shall require corrective action plans.

5.15.3 MDOC monitoring staff shall conduct security audits and inspections in accordance with MDOC Policy 16-29, Security/Facility Inspections, which requires periodic mandatory unit and facility inspections. Security/Facility measures as identified herein will be evaluated using direct observation, observed performance of tasks, and review of required documentation. Findings of non-compliance shall result in written deficiency notices and/or other forms of documentation and shall require corrective action plans.

5.15.4 The results of all compliance and performance monitoring/inspection activities conducted by MDOC shall be provided to the Contract Facility Operator in writing by MDOC Contract Compliance Officer.

5.15.5 If, subject to the outcome of an audit or inspection, it is determined that the Offeror is in non-compliance with any provisions of this Contract then MDOC may exercise its right of recovery of money owed.

5.15.5.1 If any of the Services are non-compliant with the Contract requirements, as identified by MDOC, the Offeror shall be notified describing specific areas of noncompliance.

5.15.5.2 The Offeror shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by MDOC, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Offeror and MDOC, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the MDOC approved extension.

5.15.5.3 The MDOC Contract Compliance Officer shall have ten days to make a final determination regarding the disposition of the deficiency notice/ action plan or the decision to refer the matter to

the Chief Procurement Officer for action and to provide written notice to the Offeror of the final determination.

5.15.6 If non-compliance issues are noted during a monitoring/inspection activity, the MDOC shall provide a written deficiency notice to the Contract Facility Operator regarding the details of the non-compliance, the required corrective action and the period of time allowed to bring performance back into compliance with Contract requirements.

5.15.6.1 If, at the end of the specified time period, the Offeror has complied with the corrective action requirements, the MDOC will take no further action.

5.15.6.2 If, however, the Offeror has not complied with the corrective action requirements, the MDOC Corrections Contract Compliance Officer shall notify the Contract Facility Operator in writing that the matter will be referred to the Chief Procurement Officer to take action against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.

5.15.6.3 If non-compliance issues are identified or discovered during a monitoring/inspection activity whose gravity or severity harms the public and/or cannot be mitigated by a Offeror's ability to bring its performance back into compliance at a future date through a corrective action plan, the MDOC Corrections Contract Compliance Officer shall also notify the Contract Facility Operator in writing that the matter will be referred to the Chief Procurement Officer to take action against the Offeror, including but not limited to monetary offsets, suspension or termination of the Contract.

5.15.6.4 The Contract Facility Operator shall have ten days to appeal in writing disputing a finding of non-compliance that results in a deficiency notice/corrective action plan or a decision to refer the matter to the Chief Procurement Officer for action.

5.15.6.5 The Department Contract Monitor shall have ten (10) calendar days to make a final determination regarding the disposition of the deficiency notice/action plan and to provide written notice to the Contractor of the final determination.

5.16 Audits by Other Agencies

Upon receipt of audits or inspections pertaining to Services under this Contract that are conducted by agencies or entities other than the Department, the Offeror shall provide copies thereof to the MDOC within thirty (30) Days. The Offeror shall provide to the MDOC copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving program operations or the

Offeror and its employees (including consultants, independent Offerors and their employees and agents and volunteer workers).

5.17 Occupancy and Maintenance of the Facility

The Contract Facility Operator shall be required to maintain the facility, including the surveillance monitoring system, over the full contract term in the same or better condition as received at the onset of the contract. In addition, repair, refurbishment and/or replacement of the same will be made in accordance with generally accepted industry standards to maintain, preserve and keep the Facility in good repair, working order and condition and shall make all repairs, replacements and improvements necessary to keep the Facility in such condition.

The Offeror agrees to provide a preventative maintenance, repair and replacement program on plumbing, electrical, mechanical, wiring, and cooling/heating with a preventative maintenance schedule and procedures as specified by the applicable manufacture for all infrastructure, utilities, security systems, security equipment, buildings, roof, roofing structure, and equipment.

5.18 Staffing

The Offeror shall comply with the required minimum Staffing Plan in the required format provided in **Appendix K**. The Staffing Plan shall include, at a minimum, the following information:

- A. Positions for administration, finance, maintenance, security, education, training, food service, and human resources.
- B. The number of staff by position;
- C. Identify the shift type by position per day/ 8 hours, 10 hours, 12 hours, etc.
- D. Identification of shifts/ five (5) day or seven (7) day positions;
- E. Relief Factors and total FTEs;
- F. The MDOC position equivalency;

All positions will be subject to the following:

- 5.18.1** In the event a mandatory staff position is vacant for thirty (30) days or one hundred sixty hours (160) in a twelve (12) month contract period, the Offeror shall remit to the MDOC the mandatory staffing credit for each hour vacant. The mandatory staffing credit shall be calculated by multiplying the actual hourly wage rate of the identified position by 125 percent. Offeror shall provide payroll documentation to substantiate vacancies.

5.18.2 Personnel cannot be assigned to multiple positions to cover vacancies, or float multiple positions within a thirty 30-day period to cover vacancies.

5.18.3 Positions will be considered filled if covered by overtime or part-time personnel, or by corporate or subcontracted personnel. However, use of part-time personnel shall not exceed 10% of the total staffing.

5.18.4 Such a position is vacant, regardless of whether the service is being provided, when:

5.18.4.1 The incumbent remains on Family Medical Leave (FML) or Workers' Compensation status in excess of twelve (12) weeks.

5.18.4.2 The incumbent, on Military Leave, but no longer has current duty orders and is therefore placed in a leave without pay status or separated from employment.

5.18.4.3 The incumbent, on Administrative Leave, in excess of fourteen (14) days.

5.19 Training

The Offeror shall provide a copy of orientation and training materials for all personnel. Offeror shall include requirements for pre-service training, on the job training, refresher and annual training, professional educational staff training, and supplemental training.

5.20 Background Check and Polygraph Examination

The Offeror shall conduct criminal background checks on all current and potential employees of the Offeror and its sub-offerors. Offeror shall conduct polygraph examinations for all facility leadership including the warden, deputy warden, major, and CERT team member, in accordance with MDOC policies.

5.21 Critical Incident Response Plan

The Contract Facility Operator shall provide response plans that specify the procedures to be followed in the event of a Critical Incident at the contract facility. The Offeror shall adopt the same standards provided by MDOC. Critical Incidents include:

5.21.1 An event(s) of noncompliance or violation of Contract terms and conditions that may present serious threat to the safety, health or security of inmates, employees, or the public.

5.21.2 Hunger strikes, inmate disturbances, escapes, taking of hostages, employee work stoppages, strikes, fire, natural disaster, inmate suicides, inmate homicides, instances of compromise to the Prison Rape Elimination Act (PREA) or other

serious events, in accordance with MDOC Written Instructions relating to significant incidents.

5.21.3 Assumption and/or Emergency Operations: Offeror shall provide for MDOC approval, detailed plans which MDOC may use to assume control of the private prison and/or control of areas affecting the MDOC's inmates. Detailed plans shall include, but are not limited to, the following incidents or occurrences:

5.21.3.1 A plan identifying the process of transferring the operations from the contracted facility to the MDOC upon termination of the Contract. The Contract may be terminated as delineated in this document.

5.21.3.2 A plan identifying the process for the assumption of private prison operations by the MDOC in the event of bankruptcy or financial insolvency of the Offeror.

5.21.3.3 An incident management emergency plan addressing inmate disturbances, employee work stoppages, strikes, or other serious events, relating to the significant incidents.

5.22 Drug Testing Program

The Contract Facility Operator shall implement a drug and alcohol testing program for applicants, employees and volunteers, at no additional cost to MDOC. The Contract Facility Operator shall ensure that all subcontractors implement the same drug and alcohol testing program required by MDOC.

5.23 Monetary Offsets

MDOC may impose monetary offsets, suspend, or terminate this Contract as authorized under the terms of this Contract.

5.23.1 MDOC may impose monetary offsets for a Contract Facility Operator's noncompliance with any term or condition in this Contract.

5.23.2 If it is determined that a Contract Facility Operator should be assessed a monetary offset, the Chief Procurement Officer shall provide written notice to the Contract Facility Operator specifying the amount of the monetary offset, the grounds for the monetary offset, and the time frame for the monetary offset.

5.23.3 At its discretion, MDOC shall offset against any payments due a Contract Facility Operator until the full amount is satisfied.

5.23.4 When assessed, the monetary offset shall be determined as follows: Total Inmate Population of the Prison Facility on the due date x Per Diem Rate x 5.0 % = Monetary Offset.

5.24 Automatic Monetary Offsets

The Department may, at its sole discretion, assess the monetary offsets listed in *Appendix L, Required Reporting* on deliverables as follows:

5.24.1 Report not received by 5:00 PM on the due date indicated. If the due date falls on a weekend or a State Holiday, offsets shall be assessed on deliverables not received by 5:00 PM on the next business day.

5.24.2 Report received by 5:00 PM on the due date indicated or if the due date falls on a weekend or a State Holiday, received by 5:00 PM on the next business day, but found to be inaccurate because it is not prepared in conformity with Department requirements.

5.24.3 Report received by 5:00 PM on the due date indicated or if the due date falls on a weekend or a State Holiday, received by 5:00 PM on the next business day, but found to be incomplete because all required information is not fully disclosed in a manner that is both responsive and pertinent to the intent of the report or because of material omissions.

5.25 Corrective Action Plan Monetary Offsets

If a Contract Facility Operator has been issued a written deficiency notice but has not complied with the corrective action plan requirements and MDOC has determined that the non-compliance does not warrant suspension or termination of the Contract, MDOC may, at its sole discretion, assess the following monetary offset against the Contract Facility Operator until the Contract Facility Operator has complied with the corrective action plan requirements.

5.25.1 A monetary offset may be assessed for each day the Contract Facility Operator has not complied with the corrective action plan requirements.

5.25.2 When assessed, the monetary offset shall be determined as follows: Total Inmate Population of the Prison Facility on the due date x Per Diem Rate x 5.0 % = Monetary Offset.

5.26 Immediate Monetary Offsets

MDOC may assess immediate monetary offsets for non-compliance, even if a corrective action plan is in effect, if:

5.26.1 A Contractor Facility Operator's ability to bring its performance back into compliance at a future date does not mitigate the gravity or severity of the non-compliance.

5.26.2 The act of non-compliance represents a real or potential risk to the public or a threat to public safety.

5.26.3 The act or omission represents a blatant disregard for the requirements and responsibilities set forth in the Contract or represents a pattern of non-compliance.

5.26.4 Except as otherwise noted below, the monetary offset shall be \$1,000 per occurrence, not to exceed \$25,000 per finding of non-compliance.

5.26.5 Immediate monetary offsets shall be imposed as follows for the following:

5.26.5.1 An act of incompetence or neglect that presents a known and excessive risk to public safety. Monetary offset shall be up to \$25,000 per occurrence, per finding of noncompliance.

5.26.5.2 An act of deliberate indifference that disregards a known and excessive risk to an inmate's health or safety or violates an inmate's civil rights. Monetary offset shall be up to \$25,000 per occurrence, per finding of non-compliance.

5.26.5.3 Misrepresentation or falsification of information furnished to MDOC Monetary offset shall be up to \$10,000 per occurrence, per finding of non-compliance.

5.27 Reports

A Contract Facility Operator shall comply with all statistical, financial, and informational reporting requirements contained in this request for proposal. MDOC reserves the right to change the reports, report content, or frequency of reports at any time during the term of a Contract awarded as a result of this request for proposal. MDOC shall notify a Contract Facility Operator of a change within a reasonable period of time.

5.27.1 A Contract Facility Operator shall provide accurate, complete and timely shift reports, staffing reports, and all other daily, monthly, and annual reports necessary to monitor the contract required in ***Appendix L Required Reporting***; daily management team meetings shall be held and MDOC monitoring staff shall attend. Information reports will be logged at the time they are written, and monitors shall receive a direct accounting for all information reports, Significant Incident Reports, Disciplinary Reports, and Inmate Grievances. Failure to comply with this requirement shall result in a written deficiency notice (and/or other documentation) and shall require a corrective action plan. Egregious or continual occurrences of failure may result in monetary offsets, suspension, or termination of the Contract.

- 5.27.2** Authorized MDOC staff shall have unhindered access to all statistical, financial, informational data, documents, and reports required pursuant to this request for proposal, at any time, without prior notice to the Contract Facility Operator.
- 5.27.3** The Contract Facility Operator shall be responsible for and shall ensure that all information required to be provided at any point during the life of any resultant contract is timely, complete and accurate. In addition to monetary offsets, failure to report negative occurrences and other misrepresentations shall constitute an Event of Default.
- 5.27.4** In addition to other data and information that may be required pursuant to this request for proposal, reports identified in **Appendix L, Required Reporting**, shall be submitted as specified and shall be sent to the MDOC Contract Monitor or other designated MDOC representative on or before the required due date. Whenever the reporting due date(s) cannot be met, Contract Facility staff shall make all best efforts in advance to notify relevant Department staff of the delay, and the anticipated reporting date.
- 5.27.5** Additional/Ad Hoc Reporting Requirements: MDOC reserves the right to require additional reports, ad hoc reports, information pertaining to Contract compliance or other reports, or information that may be required to respond to grievances, inquiries, complaints, lawsuits, public records requests, and other questions raised by inmates or other parties.
- 5.27.6** Reports Required in **Appendix L, Required Reporting**: The submission of late, inaccurate, or otherwise incomplete reports may constitute failure to report subject to the monetary offsets described in **Section 5.25**. Standards applied for determining failure to report are as follows:
- 5.27.6.1** A report shall be deemed timely and not late if received on or before required due dates.
- 5.27.6.2** A report shall be deemed accurate if it is prepared in conformity with Department requirements, and contains no errors of fact.
- 5.27.6.3** A report shall be deemed complete if all required information is fully disclosed in a manner that is both responsive and pertinent to the intent of the report with no material omissions.
- 5.27.7** Reports Required in **Appendix L, Required Reporting**: If a failure to report is identified, MDOC Contract Monitor shall notify the Contract Facility Operator in writing (and/or via email) that the matter may be referred to the Chief Procurement Officer to act against the Contract Facility Operator, including but not limited to monetary offsets, suspension, or termination of the Contract.

5.27.7.1 The Contract Facility Operator shall have ten (10) days to appeal in writing (and/or via email) disputing a decision to refer the matter to the Chief Procurement Officer for action.

5.27.7.2 MDOC Contract Monitor shall have ten (10) days to make a final determination regarding the decision to refer the matter to the Chief Procurement Officer for action and to provide written notice (and/or via email) to the Contractor of the final determination.

5.28 Intermediate Sanctions for Exigent Circumstances

In the case of an act of non-compliance, the gravity or severity of which harms the public, demands unusual or immediate action, and/or cannot be mitigated by a Contract Facility Operator’s ability to bring its performance back into compliance at a future date, MDOC, in addition to imposing monetary offsets, shall retain the right to modify or renegotiate the terms of the contract, such as custody levels, population thresholds, education obligations, or other Contract requirements. Other Contract requirements may include, but not be limited to, removal of inmates due to the exigent circumstances.

5.28.1 MDOC shall exercise this right, at its sole discretion, as an intermediate action short of Contract termination.

5.29 Management Per Diem Payment

The Management Per Diem Payment shall be based on a Per Inmate Per Day. The term “Inmate Day” shall mean calendar day or part thereof that an inmate is assigned to the Facility as established by the Midnight Strength Report.

5.30 Video Surveillance System

Offeror shall provide a plan for meeting minimum camera coverage standards for all housing units, corridors, sally ports, perimeter areas, and control rooms no blind spots including a plan to retain video footage for ninety (90) to one hundred and eight days (180).

5.30.1 Offeror shall provide MDOC immediate access to live and archived footage upon request.

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SECTION 6: EVALUATION AND AWARD

All proposals received in response to this RFP by the stated deadline will receive an evaluation. The evaluation of any proposal may be suspended and/or terminated at the Agency's discretion at any point during the evaluation process at which time the Agency determines that said proposal and/or Offeror fails to meet any of the mandatory requirements as stated in this RFP, the proposal is determined to contain fatal deficiencies to the extent that the likelihood of selection for contract negotiations is minimal, or Agency receives reliable information that would make contracting with the Offeror impractical or otherwise not in the best interests of the Mississippi Department of Corrections and/or the State of Mississippi.

6.1 Right to Waive Minor Defects or Variations

The MDOC has the right to waive minor defects or variations of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance of the services being procured and if doing so does not create an unfair advantage for any Offeror. If insufficient information is submitted by an Offeror for the MDOC to properly evaluate the offer, the MDOC has the right to require such additional information as it may deem necessary after the submission deadline, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured and such a request does not create an unfair advantage for any Offeror. (*Information requested may include, for example, a copy of business or professional licenses, or a work schedule.*)

6.2 Requests for Additional Information

If insufficient information is submitted by an Offeror with the proposal for the Agency to properly evaluate the proposal, the Agency has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for the award, but proposals may also be accepted without such discussions. If any component received a Fail score (a "No" Response) on any item or contains an item which for some reason cannot be evaluated, it shall be deemed as non-responsive and/or non-responsible. Failure to comply with these RFP requirements may result in the proposal being eliminated from further consideration. All proposals which are determined to be responsive, responsible, and/or acceptable will continue to the next phase.

6.3 Proposal Evaluation Process

MDOC will evaluate Offerors' proposals in three steps:

1. Step One: Determination of Responsive and Responsible Offerors
2. Step Two: Analysis Phase by Evaluation Committee
3. Step Three: Negotiations

Step One: Determination of Responsive and Responsible Offerors

Proposals will be reviewed to determine whether the Offeror will be deemed responsiveness and responsible. Proposals which do not comply with the minimum requirements may be deemed Non-Responsive or Not Responsible and rejected immediately, receiving no further consideration. The Offeror shall be notified in writing if their proposal is deemed Nonresponsive and/or Not Responsible.

6.3.1 Responsive Respondent

Offeror must submit a Proposal which confirms in all material respects to this RFP as determined by MDOC.

6.3.2 Nonconforming Terms and Conditions

A proposal response that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. MDOC reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal response prior to a determination by MDOC of non-responsiveness based on the submission of nonconforming terms and conditions. This reservation of rights shall not be interpreted as a requirement that MDOC permit withdrawal of nonconforming terms and conditions.

6.3.3 Minimum Proposal Requirements to be Deemed Responsive

An Offeror must meet each of the following minimum requirements to be deemed responsible:

1. Proposal submission deadline met.
2. Required format followed:
 - a. One (1) electronic copy of the complete proposal including all attachments in the form as required herein on a flash drive (without password protection).
 - b. One (1) PUBLIC electronic copy of the complete proposal including all attachments and referenced documents in a searchable Microsoft Office® format, preferably in Word® or PDF®, that has been redacted if the proposal contains confidential information as described in **Section 4.14** on a flash drive (without password protection).
 - c. Ten (10) copies of the original, signed Proposal package in individual binders.
 - d. Duration of proposal requirement met (proposal must be valid for 180 days).
3. Submitted **Appendix A – Proposal Cover Sheet**, completed in its entirety and signed by authorized representative
4. Submitted **Appendix B - Debarment Verification Form**, completed in its entirety and signed by
5. Submitted **Appendix C - Proprietary Information Form**, completed in its entirety and signed by authorized representative

6. Submitted *Appendix D – Cost Proposal*, completed and submitted in its entirety and signed by authorized representative
7. Submitted *Appendix E - Reference List* in accordance with the details set forth in **Section 4.11**.
8. Submitted *Appendix F – Certifications and Assurances*, completed in its entirety and signed by authorized representative
9. Submitted *Appendix I – Statement of Compliance*, completed in its entirety and signed by authorized representative
10. Submitted Acknowledgment of Amendments, if applicable, signed by authorized representative
11. Statement that the Offeror is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within three (3) business days of written notification of award
12. Submit a completed proposal comprised of a detailed narrative and required number of copies of proposals provided

6.3.4 Minimum Requirements to be deemed Responsible

An Offeror must meet each of the following minimum requirements to be deemed responsible:

6.3.4.1 Offeror must have been in business and providing services similar in requirements and scale to those described in this RFP for a minimum of 5 years. Offeror must explain the Offeror’s expertise and/or history in the provision of facility operator to include summary of inmate population, class levels served.

6.3.4.2 Offerors must receive a minimum average of six (6) points on two (2) Reference Score Sheets for a total minimum scoring requirement of 12 points as discussed in **Section 4.11**.

6.3.4.3 Offeror must be qualified to do business in Mississippi by registering with the Secretary of State. Any Offeror who is not registered to do business in the state on the proposal submission deadline must agree to complete any necessary registration within seven (7) business days of the Notice of Intent to Award if the Offeror is named the intended awardee.

Step Two: Analysis Phase: Evaluation Committee

Proposals that satisfactorily complete Step One will be reviewed and analyzed by an evaluation committee to determine if the proposal adequately meets the needs of MDOC. The evaluation committee will award points using the factors listed below. There is a total of 100 points available.

6.3.5 Price – 35 Points

Price is reviewed by MDOC Procurement Staff and/or designee(s) as it is objectively scored. The lowest price proposed will receive the maximum 35 points allocated to price. The point allocations for cost on the other offers will be evaluated according to the following formula:

$$(X/Y) * 35 = Z$$

X – Price of the lowest responsive and responsible offer
 Y – Price of the responsive and responsible offer being rated
 Z – Awarded Points

6.3.6 Technical Factors (Proposed Methodology) - 31 Points

The Technical Plan evaluates the Offeror’s ability to operate the Wilkinson County Correctional Facility safely, effectively, and in compliance with all MDOC, state, and federal requirements. Evaluators will utilize the following points to assess this section.

Technical Requirement	Points	Scope of Services Reference
4.8.1 Company Overview, structure & Expertise	4	5.1 – 5.30
4.8.2 Leadership & Contract Management Experience	5	5.2 – 5.2.5, 5.3, 5.4, 5.15 – 5.28
4.8.3 Financial & Administrative Capacity	5	5.17, 5.18, 5.30
4.8.4 Licensing & Accreditation	3	5.1
4.8.5 Outcome Measurement & Quality Assurance	6	5.12, 5.15 – 5.15.6.5, 5.27 – 5.27.7.2
4.8.6 Operational Service Delivery Capability	8	5.2 – 5.2.5, 5.3, 5.4 – 5.4.1, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12 – 5.12.2, 5.13 – 5.13.2, 5.17, 5.21 – 5.21.3.4, 5.22, 5.27 – 5.27.7.2, 5.30 – 5.30.1
Total Points	31	

6.3.7 Management Factors (Proposed Methodology) – 34 Points

The Management Plan evaluates the Offeror’s ability to maintain adequate staffing, deliver high-quality inmate programs, and ensure compliance with all MDOC policies and standards. Evaluators will utilize the following points to assess this section.

Management Requirement	Points	Scope of Services Reference
4.9.1 Staffing Strategy, Structure & Qualifications (Must include <i>Appendix K-Wilkinson County Staffing Plan</i>)	12	5.18 – 5.18.5.3, 5.19, 5.20
4.9.2 Staff Education & Training	6	5.19, 5.22
4.9.3 Inmate Programs & Services	7	5.7, 5.12 – 5.12.2
4.9.4 Policies, Compliance & Quality Assurance	4	5.15 – 5.15.6.5, 5.27 – 5.27.7.2

4.9.5 Operational Readiness & Critical Incident Management	5	5.5, 5.21 – 5.21.3.4
Total Points	34	

6.3.8 Best and Final Offer (BAFO)

At the Agency’s discretion, the top three (3) scoring Offerors may be given the opportunity to provide a BAFO relative to their cost proposal. The Agency will notify finalists if a BAFO may be submitted and will establish a date and time for submission. Although a finalist is under no obligation to submit such an offer, any such BAFO should include any applicable revised financial exhibits and must be signed by an appropriate representative of your company. If a finalist chooses not make a BAFO, the financial proposal included in your company’s response to this RFP will be considered as the BAFO. Unsolicited BAFOs, including but not limited to such offers submitted by non-finalists, will not be accepted. The numerical scores for the Cost factor from the Analysis Phase will be adjusted for any BAFO received from a finalist.

6.3.9 Step Three: Finalize Contract

MDOC will contact the Offeror with the proposal which best meets the agency’s needs (based on factors evaluated in Step Two) and may attempt to negotiate an agreement that is deemed acceptable to both parties.

6.3.9.1 Negotiating with Next-Ranked Offeror

Should negotiations with the Offeror fail to result in a contract that is acceptable to both parties or the State ceases doing business with any Contractor selected through this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Offeror.

6.3.9.2 Notice of Intent to Award

The Notice of Intent to Award for this procurement will be made available to the public through posting on the Mississippi Contract/Procurement Opportunity Search Portal website and the agency website. All participating Offerors will be notified in writing of MDOC’s intent to award a contract and identify the selected Offeror.

6.3.9.3 Notice of Contract Award

Following issuance of the Notice of Intent to Award, successful negotiation of the contract, MDOC will make a Notice of Contract Award available to the public.

6.4 Contract Rights

Contract rights do not vest in any party until a contract is legally executed. The MDOC is under no obligation to award a contract following issuance of this solicitation.

6.5 Post Award Debriefing

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by MDOC within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Offeror prefers to have legal representation present, the Offeror shall notify MDOC and identify its attorney. MDOC shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

6.5.1 Debriefing Request

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three (3) business days of notification of the contract award. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If an Offeror prefers to have legal representation present, the Offeror shall notify the agency and identify its attorney. The agency shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

6.5.2 When Debriefing Should Be Conducted

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the Offeror request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

6.5.3 Information to be Provided

At a minimum, the debriefing information shall include the following:

1. The agency's evaluation of significant weaknesses or deficiencies in the Offeror's proposal, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful Offeror(s) and the debriefed Offeror;
3. The overall ranking of all Offerors, when any ranking was developed by the agency during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

6.5.4 Information Not to Be Provided

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal, or qualification with those of other offering Offerors. Any written request by an Offeror for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

6.5.5 Summary

An official summary of the debriefing shall be included in the contract file.

6.6 Request for Reconsideration of the Intent to Award

Requesting Offeror means any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a request for reconsideration.

Special Assistant Attorney General shall mean the individual assigned by the Attorney General to provide legal assistance to the Department.

Any Offeror who responded to this RFP has an opportunity to request that MDOC reconsider its intent to award the contract to a specific Offeror. Any such request shall be filed with the Chief Procurement Officer, Victoria James, within three (3) business days following issuance of the Notice of Intent to Award and posting of the Agency Procurement File. It shall be the sole responsibility of the requesting Offeror to ensure the request is timely received by Chief Procurement Officer. Failure to timely request reconsideration in compliance with this section results in waiver of any claim an Offeror may have as to the Agency's decision to award the contract.

Exhibits shall not be included with the request. Reference to documents outside of or facts not supported by the Agency Procurement File or the RFP shall not be considered by MDOC when responding to the request.

6.6.1 Procedure for Filing A Request for Reconsideration of the Intent to Award

Any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or award of a contract may file a request for reconsideration to MDOC's Office of Procurement and Contacts. The reconsideration shall be submitted in writing within three (3) business days of the award. A reconsideration is considered filed when received by the Chief Procurement Officer. Reconsiderations filed after the three (3) day period shall not be considered.

6.6.2 Content of Request for Reconsideration

To expedite handling of reconsiderations, the envelope should be labeled "Reconsideration". The written reconsideration shall include as a minimum the following:

1. The name and all contact information for the contact person of the

- requesting Offeror;
2. The RFx number of the solicitation, the date the RFP was issued, and the date the Notice of Intent to Award was issued
 3. The request shall identify which of the rules and regulations and/or the terms of the RFP the requesting Offeror believes were violated by the Agency during the evaluation process, explain the factual basis for the alleged violation(s), and specify how the alleged violation(s) affected the outcome of the procurement.
 4. The request shall not be based on anything other the Agency Procurement File, these rules and regulations, and the terms of the RFP. The request shall not be supplemented.
 5. If the requesting Offeror believes the Agency Procurement File posted on the Agency website is incomplete (i.e., does not contain a document or documents required by these rules and regulations), the requesting Offeror shall so state in the request and shall specify what it believes to be missing.
 6. If the requesting Offeror believes the trade secrets and/or confidential commercial or financial information which were redacted from the Agency Procurement File posted on the Agency website contain issues related to its request, the requesting Offeror shall state those concerns in the request – even if speculative – in a manner which is specific enough for the Agency to provide a response.

6.6.3 Request for Reconsideration Decision

If the request is not resolved by mutual agreement, the MDOC Commissioner shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the requesting Offeror of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the requesting Offeror and any other interested party. A decision on a request shall be made by the MDOC Commissioner as expeditiously as possible after receiving all relevant, requested information. If a request is sustained, MDOC may take any reasonable steps to preserve its procurement pursuant to Section 1.4.8 of the *PPRB OPSCR Rules and Regulations* or may cancel the procurement.

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the PPRB.

If an action concerning the request has commenced in court, the MDOC Commissioner shall not act on the request. This section shall not apply where the court requests, expects, or otherwise expresses interest in the decision of the MDOC Commissioner.

6.6.4 Stay of Solicitation or Award

In the event of a timely request for reconsideration, the agency shall not proceed further with the award of the contract until a determination that continuation of

the award of the contract without delay is necessary to protect substantial interests of the State.

6.6.5 Right to Appeal

Any person adversely affected by the request for reconsideration decision of the MDOC Commissioner may appeal administratively to the Wilkinson County Industrial Authority. Ronnie Fisher ronfish@aol.com For an appeal under this section, the aggrieved person shall file an appeal within seven (7) calendar days of receipt of a Reconsideration Request Decision.

6.7 Entire Contract

The RFP, including all amendments, addenda, written responses to questions, and any other documents issued by the Agency; together with the Offeror's complete submission, including all forms, attachments, representations, certifications, clarifications, and best-and-final offers; shall be incorporated by reference into and made a material part of any contract awarded pursuant to this solicitation. In the event of a conflict, the order of precedence shall be as stated in the Contract.

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APPENDIX A – Proposal Cover Sheet

Company Name: _____

Proposals are to be submitted as directed in **Section 4** of this RFP, on or before
March 25, 2026, by 2 P.M. CST.

Company Representative	
Company Representative Title	
Company Representative Mailing Address	
Company Representative Mailing City, State, Zip	
Company Representative Telephone:	
Company Representative E-Mail Address:	

Please identify the Office/Branch which will provide services for the MDOC if different from above:

Office Contact Person	
Office Contact Person Telephone Number	
Office Contact Person Email Address	
Office Contact Person Physical Address	
Office Contact Person City, State, Zip	
Office Contact Person Mailing Address	
Office Contact Person City, State, Zip	

Identify any parent organization, subsidiaries, or affiliated entities of the organization. Include the legal names of such entities, the nature of the relationship, any ownership or controlling interests.

Please state if the proposed account executive, any officers, or principals and/or their immediate families are, or have been within the preceding twelve (12) months, employees of the MDOC or the State of Mississippi.

Are you currently registered as a Supplier in MAGIC? _____ YES _____ NO

If known, what is your supplier number? _____

Are you currently registered with PayMode? _____ YES _____ NO

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges and certifies on behalf of the company:

1. That the Offeror will perform the services required at the prices stated in their proposal.
2. It is understood that the Offeror's submitted proposal is valid for at least 180 days subsequent to the date of submission.
3. That, to the best of its knowledge and belief, the cost or pricing data submitted is accurate, complete, and current as of the submission date.
4. That the Offeror has submitted copies of the required insurance certificates to meet the Minimum Qualifications as stated in *Section 4.9 Insurance Requirements*, and should the Offeror be awarded the contract, will add the State of Mississippi as an additional insured.
5. That the company is licensed or authorized to provide the proposed services in the State of Mississippi.

6. The State of Mississippi utilizes the Mississippi Accountability System for Government Information and Collaboration (MAGIC) system to manage contracts. Additionally, electronic payments are issued through an electronic portal called PayMode. To do business with the State of Mississippi, all Suppliers must be registered in both systems. By submitting a proposal, the Offeror certifies that it is registered in both systems or if not already registered, that it will do so within seven (7) business days of being notified that it has been awarded the contract.

Signature

Date

APPENDIX B - DEBARMENT VERIFICATION FORM

Subgrantee's/Contractor's Name	
Authorized Official's Name	
DUNS Number	
Address	
Phone Number	
*Are you currently registered with www.sam.gov (Respond Yes or No)	
*Registration Status (Type Active or Inactive)	
*Active Exclusions (Type Yes or No)	

Offerors shall provide a written justification for any above responses denoted with an "" as an attachment to this Appendix B, Debarment Verification Form for any responses other than the following:

Are you currently registered with www.sam.gov? YES NO

Registration Status? _____

Active Exclusions? _____

Federal Debarment Certification:

By signing below, I hereby certify that _____ is
(Offeror's Name)
 not on the list for federal debarment on www.sam.gov – System for Award Management (SAM).

State of Mississippi Debarment Certification:

By signing below, I hereby certify that _____ is
(Offeror's Name)
 not on the list for debarment for doing business within the State of Mississippi or with any Mississippi State Agencies.

Signature of Authorized Official
(No stamped signature)

Date

APPENDIX C - PROPRIETARY INFORMATION FORM

At the time their proposal is submitted, Offeror has the option to provide a full and complete proposal with any information Offeror deems to be confidential commercial and financial information of a proprietary nature and/or trade secrets redacted in black. This will serve as a Public Copy to be released in the event of a public records request. *An electronic copy of this redacted proposal should be marked PUBLIC and included as a part of the electronic submission along with the unredacted version.* Failure to submit a Public Copy may result in confidential information being released in a public records request.

For all procurement contracts awarded by state agencies, the provisions of the contract which contain the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret, or confidential commercial or financial information, and shall be available for examination, copying, or reproduction.

Please mark one of the following as applicable to your proposal submission:

Offeror **has provided** a Public Copy of its proposal submission, along with a statement identifying which section(s) or information has been redacted and the specific statutory authority for the exemption(s). Offeror understands that MDOC may release the Public Copy without any further notice to the Offeror. Offeror further understands that, should it wish for the entire proposal to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MDOC.

Offeror **has not** submitted a redacted Public Copy of its proposal and understands that MDOC will consider the entire proposal submitted the Public Copy and a public record and that it is subject to being released, in full, without any further notice. Offeror further understands that, should it wish for the entire proposal to be kept from release as a public record, it can file a request for protective order in Hinds County Chancery Court within twenty-one (21) calendar days following the proposal submission deadline and must provide notice of the filing to MDOC. Otherwise, Offeror waives any rights it may have pursuant to the Mississippi Public Records Act, the Mississippi Uniform Trade Secrets Act, and any other claims it may have with regard to the public release of any information in the proposal.

By signing below, Offeror understands failure to submit a redacted Public Copy may result in disclosure of the full contents of its proposal submission, as it will be subject to review by the general public after the award of the contract.

Signature of Authorized Official

Date

Name

Date

Title

Company

This statement must be signed by an officer of the company with the ability to bind the company and shall be included as a part of your Cost Proposal.

APPENDIX E - References

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

Client Name	
Contact Name and Title	
Contact Address	
Contact Telephone Number	
Email Address	
Type of work provided to the client	
Contract effective dates for the time period(s) services provided to client	

Additional references to meet the requirements of this RFP may be submitted on a separate page

This section contains the Statement of Compliance and the *Sample Services Contract*. You must submit a signed Statement of Compliance with your proposal. If you object to any of the terms and conditions included in the sample contract provided in *Section 5 – Scope of Services and/or Appendix J – Sample Management Agreement*, or any requirements listed in this RFP, please note and explain your objections on the Statement of Compliance.

APPENDIX F - CERTIFICATIONS AND ASSURANCES

As _____ an authorized signatory for _____, I make the following certifications and assurances as a required element of the proposal to which it is attached and the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. OFFEROR'S REPRESENTATION REGARDING CONTINGENT FEES

By responding to the solicitation, the Offeror represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the Offeror cannot make such a representation, a full and complete explanation shall be submitted in writing with the Offeror's response, to the MDOC prior to contract execution.

2. COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:

Offeror understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

3. COMPLIANCE WITH LAWS

Offeror shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

4. REPRESENTATION REGARDING GRATUITIES

Offeror represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Offeror further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by Offeror. Offeror further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

5. EXCLUSION OR DEBARMENT

By submitting a proposal in response to the RFP, the Offeror certifies that it is not currently excluded or debarred from future contract awards by any political subdivision or agency of any state, federal, local, or county government. Offeror further certifies that it is not an agent of any such person or entity.

Offeror certifies that it has not, in the five-year period preceding its offer, been convicted of or had a civil judgment rendered against it for commission of a fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public contract; violation of antitrust laws; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Offeror certifies that it is not presently indicted or otherwise criminally or civilly charged with the commission of any of the acts listed herein.

Offeror certifies that, within the past five years, it has not had a contract with a governmental entity terminated due to the Offeror's failure to perform, default, or any other action or inaction by the Offeror.

6. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submitting a proposal, the Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor for the purpose of restricting competition.

7. The Offeror and/or authorized representative of the Offeror further certifies that he/she has thoroughly read and understands the Request for Proposal and Attachments thereto.
8. The Offeror and/or authorized representative of the Offeror further certifies that the company meets all requirements and acknowledges all certifications contained in the Request for Proposal and Attachments thereto.
9. The Offeror and/or authorized representative of the Offeror further certifies the company agrees to all provisions of the Request for Proposal and Attachments thereto.
10. The Offeror and/or authorized representative of the Offeror further certifies that the company will provide the services required at the prices quoted above.
11. The Offeror and/or authorized representative of the Offeror further certifies that its workers are licensed, certified and possess the requisite credentials to provide the services detailed in this RFP.
12. The Offeror has not attempted, nor will it attempt, to induce any individual or business to refrain from submitting a proposal in response to this RFP, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal;
13. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any individual or business to submit a complementary or other noncompetitive proposal;
 - a. To the best knowledge of the person signing the proposal for Offeror, the Offeror, its affiliates, parents, subsidiaries, officers, directors, members, employees, and agents are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by State or Federal

law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as Offeror disclosed in its proposal;

- b. To the best of the knowledge of the person signing the proposal for Offeror and except as Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the State of Mississippi including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the State of Mississippi;
- c. Offeror is not currently under suspension or debarment by the State of Mississippi, any other state or the federal government, and if Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification;
- d. Offeror has not made, under separate contract with the State of Mississippi, any recommendations concerning the need for the services described in its proposal or the specifications for the services described in Proposal; and
- e. Offeror, by submitting its proposal, authorizes State agencies to release to MDOC information concerning Offeror's payment of taxes, unemployment compensation, and workers' compensation liabilities in the State of Mississippi.

Name: _____

Title: _____

Signature: _____

Date: _____

Modifications or additions to any portion of this document may be cause for rejection of the proposal.

APPENDIX G – REQUIRED CLAUSES

The following contract clauses will be included in the contract resulting from this solicitation. These clauses are required by PPRB and cannot be modified or waived.

1. **APPLICABLE LAW:** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.
2. **APPROVAL:** It is understood that if this contract requires approval by the Public Procurement Review Board (“PPRB”) and/or the Department of Finance and Administration Office of Personal Service Contract Review (“OPSCR”), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.
3. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of MDOC to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, MDOC shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the MDOC of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
4. **COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY:** Contractor understands that the MDOC is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.
5. **CONTRACTOR’S REPRESENTATION REGARDING CONTINGENT FEES:** By executing the contract the contractor represents that it has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. If the contractor cannot make such a representation, a full and complete explanation shall be submitted in writing prior to contract execution.
6. **COMPLIANCE WITH LAWS:** Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.
7. **E-PAYMENT:** Contractor agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi “Timely Payments for Purchases by Public Bodies”

laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

8. **E-VERIFICATION:** If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the MDOC subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

9. **INSURANCE:** Contractor requirement of the procurement should be the same in the contract as set in the RFP (RFx: 3140004482). The MDOC cannot waive or lower any of the insurance requirements. Contractor represents that it will, at its own expense, obtain and maintain insurance for the full value of the building which shall include at a minimum, the following types and coverage:
- a. **General Liability Insurance** to protect the property, goods, and material of Wilkinson County Correctional Facility. Such policy of insurance shall provide a minimum coverage in the amount of ten million dollars \$10,000,00,000.00 with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.
 - b. **Motor Vehicle Liability Insurance**. Such policy of insurance shall provide a minimum coverage in the amount of \$500,000.00 with the MDOC/State of Mississippi listed as an additional insured. Insurance carriers must be licensed or hold a Certificate of MDOC from the Mississippi Department of Insurance.
 - c. **Workers' Compensation Insurance** which shall fully comply with the Mississippi Workers' Compensation Law.

All general liability and professional liability will provide coverage to the MDOC as an additional insured. The MDOC reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers shall be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

10. **NO LIMITATION OF LIABILITY:** Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

- 11. PAYMODE:** Payments by MDOC using the state’s accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor’s choice. The MDOC may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.
- 12. PROCUREMENT REGULATIONS:** This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration’s website (www.dfa.ms.gov). Any Offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.
- 13. PROPERTY RIGHTS:** Property rights do not inure to Contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the MDOC may terminate this contract at any time for its own convenience.
- 14. REPRESENTATION REGARDING GRATUITIES:** Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of MDOC a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of MDOC has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.
- 15. REQUIRED PUBLIC RECORDS AND TRANSPARENCY:** Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the MDOC and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*
- 16. STOP WORK ORDER:** The MDOC may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for

a period of time specified by the MDOC. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the MDOC. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the MDOC has terminated that part of the agreement or terminated the agreement in its entirety. The MDOC is not liable for payment for services which were not rendered due to the stop work order.

17. TERMINATION: *Termination for Convenience.* The MDOC may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The MDOC shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the MDOC gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the MDOC may terminate the contract for default and the Contractor will be liable for the additional cost to the MDOC to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

APPENDIX H - Attachment H: Optional Clauses for Use in Service Contracts Resulting from This RFP

- 1. Attorney’s Fees and Expenses.** In the event Contractor defaults on any obligations under this Agreement, Contractor shall pay to MDOC all costs and expenses, without limitation, incurred by MDOC in enforcing this Agreement or reasonably related to enforcing this Agreement. This includes but is not limited to investigative fees, court costs, and attorneys’ fees. Under no circumstances shall MDOC be obligated to pay attorneys’ fees or legal costs to Contractor.
- 2. Authority of Signatory.** Contractor acknowledges that the individual executing the contract on behalf of the MDOC is doing so in his or her official capacity only. To the extent any provision contained in the contract exceeds the signatory’s authority, Contractor agrees that it will not look to that individual in his or her personal capacity or otherwise seek to hold him or her individually liable for exceeding such authority.
- 3. Authority to Contract.** Contractor warrants: (1) that it is a validly organized business with valid authority to enter into this agreement; (2) that it is qualified to do business and in good standing in the State of Mississippi; (3) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (4) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
- 4. Confidentiality.** MDOC is a public agency of the State of Mississippi and is subject to the *Mississippi Public Records Act of 1983*. Mississippi Code Annotated §§ 25-61-1, et seq. If a public records request is made for any information provided to MDOC by Contractor, MDOC shall follow the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 before disclosing such information – unless Contractor has previously indicated the information is not a trade secret or confidential commercial and financial information. The MDOC shall not be liable to the Contractor for disclosure of information required by court order or required by law.
- 5. Contract Assignment and Subcontracting.** Contractor acknowledges that it was selected by MDOC to perform the services required hereunder based, in part, upon Contractor’s special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of MDOC, which may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of Contractor’s obligations hereunder without consent of the MDOC shall be null and void. Approval of a subcontract by the MDOC shall not be deemed to be approval of the incurrence of any additional obligation of the MDOC. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that MDOC may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

- 6. Contractor Personnel.** The MDOC shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the MDOC reasonably rejects staff or subcontractors, Contractor shall provide replacement staff or subcontractors satisfactory to the MDOC in a timely manner and at no additional cost to the MDOC. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.
- 7. Copyrights.** Contractor agrees that the rights and title to any copyrightable material first produced under this agreement belongs to MDOC. Contractor hereby grants to MDOC a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work which is incorporated in the material furnished under the agreement regardless of whether it was first produced under this agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others.
- 8. Disclosure of Confidential Information Required by Law.** In the event that either party to this Agreement receives notice that a third-party has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the other party's data or other information, the party subject to the subpoena or other legal process shall promptly inform the other party at the earliest reasonable opportunity, unless prohibited by law from doing so. Thereafter, the party subject to the legal process shall respond to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1, *et seq.*
- 9. Entire Agreement.** This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.
- 10. Failure to Deliver.** In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the MDOC, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the MDOC may have.
- 11. Failure to Enforce Does Not Constitute Waiver.** Failure by the MDOC at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such

failure to enforce shall not affect the validity of the contract or any part thereof or the right of the MDOC to enforce any provision at any time in accordance with its terms.

12. Force Majeure. Each party shall be temporarily excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the Agency in writing at its earliest reasonable opportunity of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. All parties shall make reasonable efforts to minimize the impact of the force majeure event on contract performance. The MDOC may exercise any rights it has under the contract which are available when neither party is in default.

13. Indemnification. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the MDOC its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys’ fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement.

In the MDOC’s sole discretion, upon approval of the Office of the Mississippi Attorney General and the MDOC, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDOC. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDOC, which shall not be unreasonably withheld.

14. Independent Contractor Status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the MDOC. Nothing contained herein shall be deemed or construed by the MDOC, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the MDOC and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the MDOC or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the MDOC and Contractor.

Contractor’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the MDOC. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the MDOC, and the MDOC

shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The MDOC shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the MDOC shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the MDOC for its employees.

15. Information Designated by Agency as Confidential. Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor, or its subcontractor(s) shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor(s) without the express written approval of the MDOC may result in the immediate termination of this agreement.

16. Information Designated by Contractor as Confidential. Any disclosure of those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential shall be subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1. The services to be provided, the unit prices and overall price to be paid, and the term of the contract shall not be deemed a trade secret or confidential commercial or financial information.

17. Infringement Indemnification. Contractor warrants that the materials and deliverables provided to the MDOC under this agreement, and their use by the MDOC, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for the MDOC the right to continue using such items without additional cost to the Agency. Should Contractor fail to obtain for the MDOC the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense.

In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require the MDOC to discontinue using such items, in which case Contractor will refund to the MDOC the fees previously paid by the MDOC for the items the customer may no longer use, and shall compensate the MDOC for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within 10 business days of notice to the MDOC to discontinue said use.

Scope of Indemnification: Provided that the MDOC promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, indemnify, and hold harmless the MDOC against any such claims, including but not limited to any expenses, costs, damages and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this agreement.

In the MDOC's sole discretion, upon approval of the Office of the Mississippi Attorney

General and the MDOC, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the Office of the Mississippi Attorney General and the MDOC. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the MDOC shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the concurrence of the Office of the Mississippi Attorney General and the MDOC, which shall not be unreasonably withheld.

18. Liquidated Damages. By executing a Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages. The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the requirement set forth in this RFP. If the Contractor fails to meet any item, service, deliverable or other duty of this RFP, the MDOC will impose Liquidated Damages of two-hundred fifty (\$250.00) per calendar day from date set for cure until either the State reasonably obtains similar services, if Contractor is terminated for default, or until Contractor provides the services if Contractor is not terminated for default. Any assessment of liquidated damages shall be accompanied by details sufficient for justification of the assessment. The MDOC shall deduct the liquidated damages from the next monthly invoice following the imposed damages. Documentation of the amount of damages imposed shall be included with the invoice.

19. Modification or Renegotiation Required by Change in Law. The parties agree to renegotiate the agreement in good faith if federal and/or state revisions to any applicable laws or regulations make changes in this agreement necessary. This agreement may be modified only by written agreement signed by the parties hereto and approval by the Public Procurement Review Board, if required.

20. Non-Solicitation of Employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least one year after this agreement terminates unless mutually agreed to in writing by the MDOC and Contractor. Any such employment or solicitation for employment shall be in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121.

21. Notices. All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Agency:

Contact Person, Title
Agency
Address
City, State, Zip

For Contractor:

Contact Person, Title
Agency
Address
City, State, Zip

- 22. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the MDOC, agreed to by Contractor, and approved by the Public Procurement Review Board, if required.
- 23. Ownership of Documents and Work Papers.** MDOC shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDOC upon termination or completion of the agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files and shall obtain written permission from MDOC to use such workpapers, subject to any copyright protections.
- 24. Priority.** The contract consists of this agreement, the RFP (RFx No. 3140004482), attached hereto as Attachment A, and the Contractor's bid submitted in response, attached hereto as Attachment B. Any ambiguities, conflicts, or questions of interpretation of this contract shall be resolved first by reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the bid. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 25. Quality Control.** Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the MDOC.
- 26. Record Retention and Access to Records.** Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws, rules, and regulations. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the MDOC or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are relevant to this agreement. All records related to this agreement shall be retained by Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 27. Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by Contractor to the MDOC, the same amount may be deducted from any sum due to Contractor under the contract or under any other contract between Contractor and the MDOC. The rights of the MDOC are in addition and without prejudice to any other right the

MDOC may have to claim the amount of any loss or damage suffered by the MDOC on account of the acts or omissions of Contractor.

- 28. Renewal of Contract.** The contract may be renewed at the discretion of the MDOC for a period of 2 successive one-year periods under the same prices, terms, and conditions as in the original contract. The total number of renewal years permitted shall not exceed two (2).
- 29. Requirements Contract.** During the period of the contract, Contractor shall provide all services described in the contract. Contractor understands and agrees that this is a requirement contract and that the MDOC shall have no obligation to Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the MDOC for the period of the contract. The amount is only an estimate and Contractor understands and agrees that the MDOC is under no obligation to Contractor to utilize any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. Contractor further understands and agrees that the MDOC may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.
- 30. Right to Audit.** Contractor shall maintain such financial records and other records as may be prescribed by the MDOC or by applicable federal and state laws and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the MDOC, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the MDOC, the Mississippi State Auditor's Office, and/or other entity of the state.
- 31. Severability.** If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 32. State Property.** Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the state for any loss or damage, normal wear and tear excepted.
- 33. Third Party Action Notification.** Contractor shall give the customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

APPENDIX I - STATEMENT OF COMPLIANCE

We agree to adhere to all conditions and requirements as set forth in the Mississippi Department of Correction's Request for Proposal for Facility Operator for Wilkson County, RFX3140004482 including the conditions contained in *Section 5 – Scope of Services* and the sample contract included as *Appendix J - Sample Management Agreement with Facility Operator*, except as listed below:

A signature is required below.

Name

Date

Title

Company

Please have the appropriate officer sign this statement and include it as a part of your proposal.

(No stamped signature)

APPENDIX J - SAMPLE MANAGEMENT AGREEMENT WITH FACILITY OPERATOR

MANAGEMENT & OPERATIONS AGREEMENT BETWEEN WILKINSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AND CONTRACTOR

THIS MANAGEMENT AGREEMENT (this "Agreement"), *effective date*, is made and entered into by and between the **WILKINSON COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY** (the "Authority"), with its mailing address as Post Office Box 1918, Town of Woodville, Wilkinson County, Mississippi 39669, and **CONTRACTOR**, a (corporation location) corporation, located at (Corporation Address).

WITNESSETH:

WHEREAS, the Authority owns a correctional facility (the "Facility") in Wilkinson County, Mississippi.

WHEREAS, pursuant to Sections 47-5-941 and Sections 47-5-1211 through 47-5-1227 of the Mississippi Code of 1972, as amended, the State of Mississippi, Department of Corrections ("MDOC") entered into a Management & Operations Agreement with the Authority with an effective date of July 1, 2026 for the private incarceration of not more than one thousand (1,000) inmates at the Facility (the "Management & Operations Agreement").

WHEREAS, the Authority is authorized to subcontract with a private entity for the management and operation of the Facility.

WHEREAS, the Authority desires that the operation and management of the Facility and the requirements of the Management & Operations Agreement with MDOC be accomplished by a contractor who has the knowledge, expertise and experience necessary to operate and manage the Facility and deliver the services required by the Management & Operations Agreement.

WHEREAS, the Authority is satisfied that **CONTRACTOR** has the qualifications, experience and management personnel necessary to carry out the terms of this Agreement and those of the Management & Operations Agreement and to comply with applicable laws, court orders and applicable ACA Standards associated therewith.

WHEREAS, MDOC has recommended **CONTRACTOR** as the Facility Operator that it prefers and desires for the Authority to utilize to operate the Facility.

WHEREAS, the Authority desires to engage the services of **CONTRACTOR** to operate and manage the Facility for the benefit of the Authority, and **CONTRACTOR** desires to

accept such engagement, all in accordance with the terms and conditions of this Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the parties hereby agree as follows:

ARTICE I DEFINITIONS

In addition to those terms defined in the preamble, the following terms contained within this Agreement shall have the meanings defined by this Article I:

- 1.1 ACA – means the American Correctional Association.
- 1.2 ACA Standards – mean the ACA Standards for Adult Correctional Institutions (5th Edition as same may be modified, amended, or supplemented in the future) published by ACA.
- 1.3 Act – mean Sections 47-5-1201 *et. seq.*, 47-5-943 *et. seq.*, Mississippi Code of 1972, as amended, and House Bill 1719, Local and Private Laws of the 1996 Regular Session of the Mississippi Legislature, as amended.
- 1.4 Additional Services – means those additional operational and management services required to be furnished by the MDOC and/or the Facility Operator because of changes in the ACA Standards, laws, government regulations, or the issuance of any judicial decisions which cause an increase in the cost of operating and managing the Facility.
- 1.5 Agency – means Mississippi Department of Corrections (MDOC).
- 1.6 Agreement – means the Residential Services Agreement between the MDOC and the Authority.
- 1.7 Authority – means the Wilkinson County Industrial Development Authority and/or its subcontractors.
- 1.8 Contract – means the Residential Services Agreement between the MDOC and the Authority.
- 1.9 Contract Compliance Officer – means the person designated by MDOC, pursuant to Miss. Code Ann. §47-5-1223 to monitor compliance with this Agreement.
- 1.10 Contract Facility Operator – means the private entity contracted to manage the daily operations of the Facility.
- 1.11 Department – means the Mississippi Department of Corrections (MDOC).
- 1.12 Facility – means the correctional building(s) constructed in Wilkinson County, Mississippi,

known as the “Wilkinson County Correctional Facility” plus any expansion made to said buildings from time-to-time and its grounds.

- 1.13 Force Majeure – means an unforeseeable circumstance that prevents either party from performing any of the terms and conditions of this Agreement, which circumstance results from causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include but are not limited to acts of God or the public enemy, storm, fire, epidemics/pandemics, casualty, war or national emergency.
- 1.14 Inmate – shall include any adult person committed in accordance with applicable laws of the State of Mississippi and assigned to the Facility for incarceration therein pursuant to Agreement.
- 1.15 Inmate Day – means each 24-hour period an inmate is committed to the Facility, plus the first day of incarceration, but not the last.
- 1.16 Inmate Information System – means that software utilized by the Facility Operator at the Facility to maintain and track information about the inmates housed at the Facility.
- 1.17 Inmate Per Diem Rate – means the fees payable by the MDOC pursuant to **Section 5.29** of this Request for Proposals.
- 1.18 Inmate Population – means, as of a day, the total inmate population reflected in the Midnight Strength Report for such day.
- 1.19 MDOC – means the Mississippi Department of Corrections.
- 1.20 Midnight Strength Report – means all inmates assigned to the Facility, including Inmates held outside the Facility in connection with legal proceedings or for purposes of receiving medical care to the extent MDOC has not taken over the security of such inmates and Facility Operator continues to provide security for such Inmates.
- 1.21 Offeror – means person or vendor who submits a response to this Request for Proposals.
- 1.22 Parties – means MDOC and the Authority, jointly.
- 1.23 Positions – means the specific roles or titles within the organization that defines the tasks, responsibilities and requirements associated with it. This may include full-time and part-time roles.
- 1.24 Posts – means the established work assignment within the facility that includes specific duties and responsibilities related to a particular location.
- 1.25 Procurement – refers to the process of buying, purchasing, or otherwise acquiring any services. It also includes all functions that pertain to the obtaining of services, including

description of requirements, solicitation and selection of sources, preparation and award of contract, and all phases of contract administration.

- 1.26 Procurement Officer – means any agency personnel duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also included an authorized agency representative acting within the limits of such representative’s authority.
- 1.27 Standards – means the ACA Standards, standards required by any applicable court orders, state laws and/or federal constitutional standards, with any allowable deviations or waiver from those standards in design or management that are necessary for the operation of the Facility. When differences exist between the court requirements and the ACA Standards, the higher standard, as defined by MDOC, will prevail.
- 1.28 State – means the State of Mississippi and/or the Mississippi Department of Corrections, as applicable.
- 1.29 Use of Force – means force as contemplated by the ACA Standards and/or the Act (Mississippi Code Annotated § 47-5-1215), as the same may be amended, from time-to-time.

ARTICLE II TERM

Section 2.1 Term. The Authority hereby engages the services of CONTRACTOR exclusively, and CONTRACTOR hereby accepts engagement as manager and operator of the Facility. The initial term of this engagement shall be for a period of three (3) years commencing on July 1, 2026 and ending on June 30, 2029. The parties may mutually agree in writing to extend the term of this Agreement for two (2) additional one (1) year periods. This Agreement may be terminated without penalty or liability as follows:

- a) By the Authority without advance notice, at any time (i) the Management & Operations Agreement is terminated, or (ii) MDOC shall advise the Authority that CONTRACTOR is not an acceptable operator/manager of the facility.

As otherwise provided for in Article VIII hereof.

- b) By the Authority after written notice and a fifteen (15) day cure period, in the event (i) the required insurance is canceled or notice of cancellation is issued, or (ii) acting reasonably and in good faith, the Authority finds that the financial condition, management or operations of CONTRACTOR (at this Facility or others) jeopardizes the ability of CONTRACTOR to properly and safely operate the Facility and honor its obligations under this Agreement.
- c) Either party may terminate this Agreement for convenience with ninety (90) days prior written notice.

ARTICLE III

DUTIES AND AUTHORITY OF CONTRACTOR

Section 3.1 General Duties and Authority. Subject to the Authority's right to terminate this Agreement, CONTRACTOR shall have the authority to use and occupy the Facility and to fully and completely manage and operate the Facility to provide those services required to meet the terms and conditions of the Management & Operations Agreement; all terms, covenants, agreements, conditions and provisions of the Management & Operations Agreement are incorporated herein by reference and CONTRACTOR covenants and agrees through execution of this Agreement that the terms, covenants, agreements, conditions and provisions obligated to the Authority under the Management & Operations Agreement are construed by this reference to apply to provide and govern the rights, duties, obligations, and agreements of CONTRACTOR.

Section 3.2 Purchasing. CONTRACTOR shall have the authority to obtain necessary purchases/services and to establish such policies and procedures for the provision of services required by the Management & Operations Agreement. Subject to the terms of the Management & Operations Agreement governing subcontractors, CONTRACTOR shall have authority to contract outside services and to determine supply resources, vendors, and planning within the Facility using its best efforts to purchase locally.

Section 3.3 Administrative Services. CONTRACTOR shall have the discretion, which discretion shall be exercised in good faith, to establish such policies and procedures for the general operation of the Facility and shall develop the same into manuals subject to review and inspection by the Authority and MDOC.

Section 3.4 Staffing. CONTRACTOR shall provide, subject to MDOC approval, adequate staffing and formal written policies and procedures for the operation of the Facility in compliance with ACA Standards. Pursuant thereto CONTRACTOR, acting as employer, shall have authority to select, hire, train, supervise and discharge all of CONTRACTOR's employees relevant to the services in or conditions of the Facility. CONTRACTOR shall use its best efforts to hire locally. Personnel employed by CONTRACTOR at the Facility, including those who are issued firearms, shall be trained and supervised in accordance with the aforementioned policies and procedures and ACA Standards and must comply with applicable laws, rules and regulations of the State.

Section 3.5 Accreditation. CONTRACTOR shall apply best efforts to obtain ACA Accreditation and any reaccreditation, as may be applicable, and comply with ACA Standards as required by Section 4.1 of the Management & Operations Agreement with MDOC.

Section 3.6 Contracts. CONTRACTOR shall have the authority to prepare and execute all contracts that are normal, routine, and reasonable for the continuance of general operations of the Facility unless otherwise specified within this Agreement, which contracts shall be in the name of CONTRACTOR.

Section 3.7 Regulations and Permits. CONTRACTOR shall use its best efforts to maintain in full force and effect any licenses and permits required by State and Federal Laws, Rules and Regulations to operate the Facility.

Section 3.8 Occupation, Maintenance and Modification of the Facility. CONTRACTOR shall implement a preventive maintenance, repair and replacement program on plumbing, electrical, mechanical, wiring, and heating, and will be responsible for the cost of such program up to one hundred fifty thousand dollars (\$150,000) per incident. The Authority, by and through MDOC, will bear the cost of all other repairs, replacements, or renovations of the Facility physical plant, parts, equipment, and/or systems. The Authority will allow CONTRACTOR to use all of the furniture, fixtures, and equipment located in the Facility (including FF&E located in the Facility prior to the execution of this Agreement).

CONTRACTOR's obligations hereunder will expressly exclude any work or obligations of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of any hazardous materials that are or may be included in the structures and equipment at the Facility or in the environment at and adjacent to the Facility. The Authority, by and through MDOC, will be responsible for doing whatever is necessary to correct the condition or render such materials or substances harmless in accordance with all applicable laws. This paragraph will survive the termination or expiration of this Agreement.

CONTRACTOR shall have the right (with the prior written consent of MDOC and the Authority) to remodel the Facility or to make additions, modifications and improvements thereto; provided, that all such additions, modifications and improvements that shall thereafter comprise part of the Facility, shall be the property of the Authority.

CONTRACTOR will not permit any mechanic's or other lien to be established or remain against the Facility for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by CONTRACTOR pursuant to this Section.

Section 3.9 Utilities. CONTRACTOR shall pay when due all gas, water, steam, electricity, heat, power, telephone and other similar charges incurred in the operation, maintenance, use, occupancy and upkeep of the Facility, as well as any taxes that may at any time be lawfully assessed or levied against or with respect to CONTRACTOR's use of the Facility.

Section 3.10 Confidentiality. The Authority recognizes that CONTRACTOR's policies, procedures, staffing charts, documents, and other information provided to it by CONTRACTOR are confidential and agrees that, unless required by this Contract or applicable law, it shall not release or disclose the contents of any such policy, procedure, document or other information to third parties without the express written consent of CONTRACTOR. The Authority acknowledges that CONTRACTOR's policies, manuals and software are proprietary and protected by copyright, trademark and other applicable laws, rules, and/or regulations relating to intellectual property rights. Further, the Authority

agrees that, unless required by the Management & Operations Agreement or applicable law, it shall not reveal any of CONTRACTORs trade secrets.

Section 3 11 Duties and Responsibilities. CONTRACTOR shall (a) regularly and fully cooperate with the Authority in the performance of the parties' duties and responsibilities under this Agreement, (b) always act in good faith, and (c) do all things reasonably necessary and/or incidental to effect performance of all the Authority's obligations under the Management & Operations Agreement.

ARTICLE IV DUTIES OF THE AUTHORITY

Section 4.1 Duties of the Authority. The Authority agrees to cooperate with CONTRACTOR in the performance of CONTRACTOR's duties and responsibilities under this Agreement, to act in good faith, and to do all reasonable things necessary to aid and effect CONTRACTOR's performance as an independent contractor under the terms of this Agreement.

ARTICLE V COMPENSATION

Section 5.1 Payment for CONTRACTOR Services. For Inmates housed pursuant to the Management & Operations Agreement, the Authority shall direct MDOC to pay CONTRACTOR a per diem rate per Inmate per Inmate Day and any reimbursable costs, both as allowed and as calculated in the Management & Operations Agreement. Fees payable by the MDOC hereunder for any year shall not exceed the maximum rate which will result in a cost savings for such year of at least ten percent (10%) to the MDOC calculated in accordance with Miss. Code Ann. § 47-5-1211. CONTRACTOR shall bill MDOC directly for these fees and CONTRACTOR is authorized to accept payment directly from MDOC without said payments being first tendered to the Authority. The Authority shall have the right at any time upon reasonable request to review any billing or payment information and documents regarding payment of all fees.

The price charged by CONTRACTOR to the Authority for Inmates housed pursuant to the Management & Operations Agreement will be adjusted by the same amount and at the times as adjustments are effective pursuant to the Management & Operations Agreement.

Notwithstanding this Article V, the Authority shall not be subject to any penalties or interest for any delays in payment to CONTRACTOR.

Section 5.2 Payments to the Authority. CONTRACTOR shall pay the Authority property taxes, PILOT fees, and Wilkinson County Industrial Development Community impact fees (annually) in the total amount of \$300,000 per fiscal year upon invoicing by the Authority, provided that the \$150,000 the Facility Operator already paid to cover the period from July 1, 2026 through December 31, 2026 shall not be included in calculating the annual amount to be paid for fiscal year 2025.

Section 5.3 Price Adjustment. Any request for adjustments in price during the life of this agreement must be submitted in writing to the Authority and MDOC. Price adjustment request must be based on the change of scope of services or justified in accordance to Miss. Code Ann. § 47-5-1211, the costs of the operation provided hereunder, including the State of Mississippi's cost for monitoring such private operation, must offer a cost savings of at least ten percent (10%) to the MDOC for at least the same level and quality of service offered by the MDOC.

ARTICLE VI ASSIGNMENT

Section 6.1 Assignment. The Authority may freely assign the Agreement and its rights and obligations under this Agreement to MDOC, to another municipal entity of Wilkinson County, or to a related non-profit entity (existing or to be formed). Any assignment other than described above, whether by the Authority or CONTRACTOR, shall require the written consent of the other party, which said consent shall not be unreasonably withheld.

ARTICLE VII INDEMNIFICATION AND INSURANCE

Section 7.1 Indemnification.

- a) CONTRACTOR shall defend, indemnify, and hold harmless the State, MDOC, its officers, agents, servants, and employees ("MDOC Indemnities") and shall defend, indemnify, and hold harmless the Authority, the Town of Woodville, and Wilkinson County and/or their Commissioners, Mayor, Aldermen, Board of Supervisors, officials, agents, attorneys, directors and employees, officially and/or individually ("the Authority Indemnities"), from any claim, demand, suit, liability, judgment, and expense (including attorney's fees and other costs of litigation) (collectively, a "Claim") arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the performance of this Agreement by CONTRACTOR, its agents, employees, and subcontractors or any one for whom CONTRACTOR may be responsible. Notwithstanding the foregoing, CONTRACTOR shall have no obligation to insure, defend, indemnify, or hold harmless the MDOC Indemnities or the Authority Indemnities from any Claim arising out of or relating to any State or MDOC policy, order, internal management procedures, financial procedures, court orders, administrative rules, and governmental requirements of law, which govern CONTRACTOR relative to the custody and supervision of Inmates (collectively, "Imposed Requirements"). Additionally, the obligations, indemnities, and liabilities assumed by CONTRACTOR under this paragraph shall not extend to any liability caused by the negligence of the MDOC Indemnities and/or the Authority Indemnities. The Authority shall reasonably notify CONTRACTOR of any claim for which it may be liable under this paragraph.

- b) Neither party shall waive, release, or otherwise forfeit any possible defense the

other party may have without the consent of such party relative to claims arising from or made in connection with the operation of the Facility by CONTRACTOR. CONTRACTOR and the Authority shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law.

- c) The Authority shall remain solely responsible for any losses or costs resulting from litigation pending at the time this Agreement becomes effective or for lawsuits arising thereafter relating to events or conditions that occurred or existed prior to the effective date of this Agreement unless such lawsuits arise or result from or relate to the Management & Operations Agreement with MDOC, their construction or application. CONTRACTOR agrees to cooperate with the Authority in the defense of such suits, if any.

- d) CONTRACTOR shall not be responsible for defense of any Imposed Requirements, or post- conviction actions, including appeals and writs of habeas corpus filed by any Inmate challenging the underlying judgment of conviction or the administration of the sentence imposed.

This Section will survive the expiration or termination of this Agreement.

Section 7.2 Insurance. CONTRACTOR shall maintain, or cause to be maintained, an adequate plan of insurance that shall include fire and casualty insurance for the full value of the building and at least ten million dollars (\$10,000,000.00) of **General Liability Insurance** as specifically required in the Act. Said insurance shall adequately protect the State of Mississippi and the Authority, the Town of Woodville, and Wilkinson County and/or their Commissioners, Mayor, Aldermen, Board of Supervisors officials, agents, attorneys, directors and employees, officially and/or individually from actions by a third party against CONTRACTOR and/or its employees, agents, independent contractors, subcontractors and/or its board members, the State or the Authority, the Town of Woodville, and Wilkinson County and/or their Commissioners, Mayor, Aldermen, Board of Supervisors, officials, agents, attorneys, directors and employees, officially and/or individually as a result of Contractor's actions under this Agreement.

Section 7.3 Motor Vehicle Liability Insurance. CONTRACTOR shall maintain a minimum coverage in the amount of five hundred thousand dollars (\$500,000.00) with the State of Mississippi/MDOC listed as an additional insured.

Section 7.4 Certificate of Insurance and Cancellation. During the performance of this Agreement, CONTRACTOR shall maintain the plan of insurance and submit a Certificate of Insurance to MDOC and the Authority for the mutual protection and benefit of the Authority and MDOC, naming the State, the Authority and the Town of Woodville and Wilkinson County as additional insureds and entitled to all notices issued under such policy, to cover those claims set forth in Section 7.1.

Section 7.5 Workers Compensation and Unemployment Insurance Compensation. CONTRACTOR shall maintain such workers' compensation insurance and unemployment compensation as required by the laws of the State of Mississippi, and provide to MDOC and the Authority a copy of the Certificate insurance

Section 7.6 Defense/Immunity. By entering into this Agreement, the Authority does not waive any defense or any immunity, which may' be extended to it by operation of law including any limitation on the amount of damages.

Section 7.6 Notice of Claims. Within five (5) working days after receipt of Summons or notice of claim by the Authority or any agent, employee or officer, pursuant to which the Authority intends to exercise its indemnification right under Section 7.1, the Authority shall notify CONTRACTOR in writing of the commencement thereof. The notice requirement is intended to ensure that CONTRACTOR' s defense of the claim is not harmed by failure to comply with any notice requirements. Failure to comply with said notice requirements can result in CONTRACTOR's refusal to indemnify if such failure to notify results in a prejudice to CONTRACTOR. CONTRACTOR will provide the Authority similar notice of claims.

Section 7.7 Performance Bond. Within ten (10) days of all parties executing this Agreement, CONTRACTOR will furnish a performance bond in the amount of \$500,000.

ARTICLE VIII DEFAULT AND TERMINATION

Section 8.1 Default by the Authority. Each of the following shall constitute an Event of Default on the part of the Authority:

- a) **Non-Payment**
Failure by MDOC to make payments, except where such failure is the direct result of non-appropriation of funds as described in **Section 8.6** of this Agreement, within forty-five (45) days after such payment is due, except for such payments as may be the subject of a valid dispute between the parties and said dispute is being actively negotiated or attempted to be resolved.

- b) **Other Material Breach**
The persistent or repeated failure or refusal by the Authority to substantially fulfill any of its obligations under this Agreement, unless justified by Force Majeure, or excused by contract or by the default of CONTRACTOR.

Section 8.2 Default by CONTRACTOR. Persistent failure or refusal by CONTRACTOR to substantially fulfill its obligations under this Agreement is an Event of Default on the part of CONTRACTOR, unless justified by Force Majeure, or excused by contract or by the default of MDOC or the Authority.

Section 8.3 Notice of Breach. No breach of this Agreement on the part of either party shall constitute an Event of Default and no action with regard to same may be instituted unless

and until the party asserting a breach specifies that a default or defaults exist(s) which, unless connected or timely cured, will constitute a material breach of this Agreement on the part of the party against whom a breach is asserted.

Section 8.4 Time to Cure. If any material breach of this Agreement by either party remains uncured more than thirty (30) days after written notice thereof by the party asserting the breach to the party against whom the breach is asserted, such condition shall be an Event of Default; provided, however, that if within thirty (30) days after such notice, a substantial good faith effort to cure said breach has been undertaken by the party against whom the breach has been asserted, said breach shall not be an Event of Default if it is cured within a reasonable time thereafter. In the event a material breach of the Agreement results in the creation of an immediate emergency life-threatening situation for the safety of the Inmates or the local community and CONTRACTOR has not moved to correct the breach in a manner appropriate to the emergency, the Authority, by and through MDOC, pursuant to MDOC policies, may act to cure the immediate emergency threat and proceed with termination according to this section.

If the breach cannot be cured within thirty (30) days after notice and such breach can be cured through an on-going effort on the part of the breaching party, the breaching party may, within the thirty (30) day period following the notice of the breach, submit a plan for curing the breach within a reasonable period of time, not to exceed six (6) months, unless extended by the non-breaching party. If the plan is approved by the non-breaching party, the non-breaching party will not pursue remedies hereunder as long as the breaching party timely undertakes to cure the breach in accordance with the approved plan; such approval shall not be unreasonably withheld.

Section 8.5 Remedy. Upon the occurrence of an Event of Default, either party shall have the right to pursue any remedy it may have in law or in equity, including but not limited to: reducing its claim to judgment, (b) specific performance, (c) taking action to cure the Event of Default, and (d) termination of the Agreement. In the event that the Authority elects to terminate this Agreement as a result of CONTRACTOR's failure to perform its obligations pursuant to the terms of this Agreement, the Authority may select another company to operate the Facility.

Section 8.6 Termination due to Unavailability of Funds. The payment of money by MDOC under any provisions hereto is contingent upon the availability of funds appropriated by the Legislature of the State to pay the sums pursuant to this Agreement. In the event funds for this Agreement become unavailable due to non-appropriation, the Authority shall have the right to terminate this Contract without penalty or obligation, except for the obligation to pay for services already provided.

ARTICLE IX MISCELLANEOUS

Section 9.1 Authority to Contract. The Authority has the power to enter into this Agreement pursuant to its Articles, bylaws and House Bill 1878, Local and Private Laws of the 19989 Regular Session of the Mississippi Legislature.

Section 9.2 Headings. The headings contained herein are for convenience only and are not intended to define or limit the scope or intent of any provision of this Agreement.

Section 9.3 Governing Law. The validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Mississippi.

Section 9.4 Notices. Any notice required or permitted herein to be given in writing and shall be delivered by United States mail, first class postage prepaid return receipt requested, to:

Wilkinson County Industrial Development Authority
P.O. Box 1918
Town of Woodville, Wilkinson County, MS 39669

CONTRACTOR Attention: CONTRACTOR CONTACT PERSON,
Street Address
City, State Zip Code

Section 9.5 Successors. This Agreement shall be binding upon and inure to the benefit of the respective parties and their permitted assigns and successors in interest.

Section 9.6 Severability.

(a) Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect and, if the subject term of provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications. If, however, any court of competent jurisdiction should render a final judgment that the authority granted to CONTRACTOR from the Authority exceeds the bounds of permissible delegation under applicable law, the parties agree that this Agreement shall be deemed amended, modified and reformed to the extent necessary to reduce the scope of authority so delegated and to limit that authority to that permissible under applicable law.

(b) The parties agree that in no event shall any determination that the discretion and authority granted to CONTRACTOR hereunder exceeds permissible bounds results in this Agreement being declared or adjudged invalid, void, or unenforceable in its entirety, rather, the parties request that any court examining such issue employ great latitude in reforming the Agreement so as to make this Agreement as reformed valid and enforceable.

Section 9.7 Waivers. No waiver of any breach of any of the terms or condition of this Agreement shall be held to be a waiver of any other or subsequent breach, nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

Section 9.8 Counterparts. This Agreement may be executed in multiple counterparts each of which shall constitute but one agreement.

Section 9.9 Equal Employment Opportunity and Diversification. The parties ascribe to principles of equal employment opportunity to include, but not limited to, racial, ethnic and cultural diversification.

Section 9.10 Terminology and Definitions. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neutral gender, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

Section 9.11 Amendment. This Agreement may be amended in writing only by the Authority and CONTRACTOR.

Section 9.12 Entire Agreement. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the MDOC and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the MDOC or Contractor on the basis of draftsmanship or preparation hereof.

Section 9.13 Conflicting Contracts. In the event there are conflicts with provisions in this Agreement, ACA Standards or laws and regulation, the laws and regulations will take precedent followed by this Agreement and then ACA Standards. If there is a conflict between this Agreement and the Management & Operations Agreement with MDOC, the Management & Operations Agreement with MDOC terms shall take precedent.

Section 9.14 Third Party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and shall not be construed as conferring any rights on any other person.

Section 9.15 Conditions Precedent to Performance. The parties to this Agreement agree and hereby acknowledge, that the execution of the Management & Operations Agreement with MDOC between MDOC and the Authority is a condition precedent to the parties' performance pursuant to this Agreement and no obligation under this Agreement shall arise until said execution.

[END OF DOCUMENT]

APPENDIX K – WILKINSON COUNTY STAFFING PLAN

Position Title	1st Shift	2nd Shift	3rd Shift	Relief Factor	Total FTEs	Shift Type
ADMINISTRATION						
Warden						
Administrative Assistant						
Compliance Coordinator						
IT Coordinator						
Disciplinary Hearing Officer						
Investigator						
Training Manager						
Risk Manager						
STG Sergeant						
Grievance Coordinator						
Total Administration						
MAINTENANCE						
Maintenance Manager						
Maintenance Worker						
Total Maintenance						
HUMAN RESOURCES						
HR Manager						
HR Assistant						
Total Human Resources						
FINANCE.						
Finance Manager						
Account Clerk						
Buyer						
Warehouse						
Commissary						
Total Finance						
FOOD SERVICE						
Food Service Manager						
Assistant Food Service Manager						
Total Food Service						
SECURITY SUPERVISORS						
Major						
Shift Captain						

Position Title	1st Shift	2nd Shift	3rd Shift	Relief Factor	Total FTEs	Shift Type
Shift Lieutenant						
Shift Sergeant						
H, J, K Sergeant						
Transportation Sergeant						
Armory/Key Sergeant						
CERT Commander						
Total Security Supervisors						
SECURITY						
Deputy Warden						
Secretary						
Security Clerk						
Unit Manager						
Reception/Entrance Officer						
Perimeter Officer						
Central Control						
H, J, K Officer						
RHU Officer						
E1 Control						
E1 Floor						
E2 Control						
E2 Floor						
D1 Control						
D1 Flor						
D2 Control						
D2 Floor						
F1 Control						
F2 Floor						
G1 Control						
G1 Floor						
G2 Control						
G2 Floor						
Education						
Count Officer						
Laundry Officer						
Mail						
Visiting						
CERT Officers						
Total Security						

Position Title	1st Shift	2nd Shift	3rd Shift	Relief Factor	Total FTEs	Shift Type
PROGRAMS						
Deputy Warden						
Case Manager Supervisor						
Program Secretary						
Case Manager						
Lead Teacher						
Teacher						
Substance Abuse						
Reentry Coordinator						
Programs Clerk						
Library Clerk						
Recreation Specialist						
Total Programs						
GRAND TOTAL						

APPENDIX L – REQUIRED REPORTING

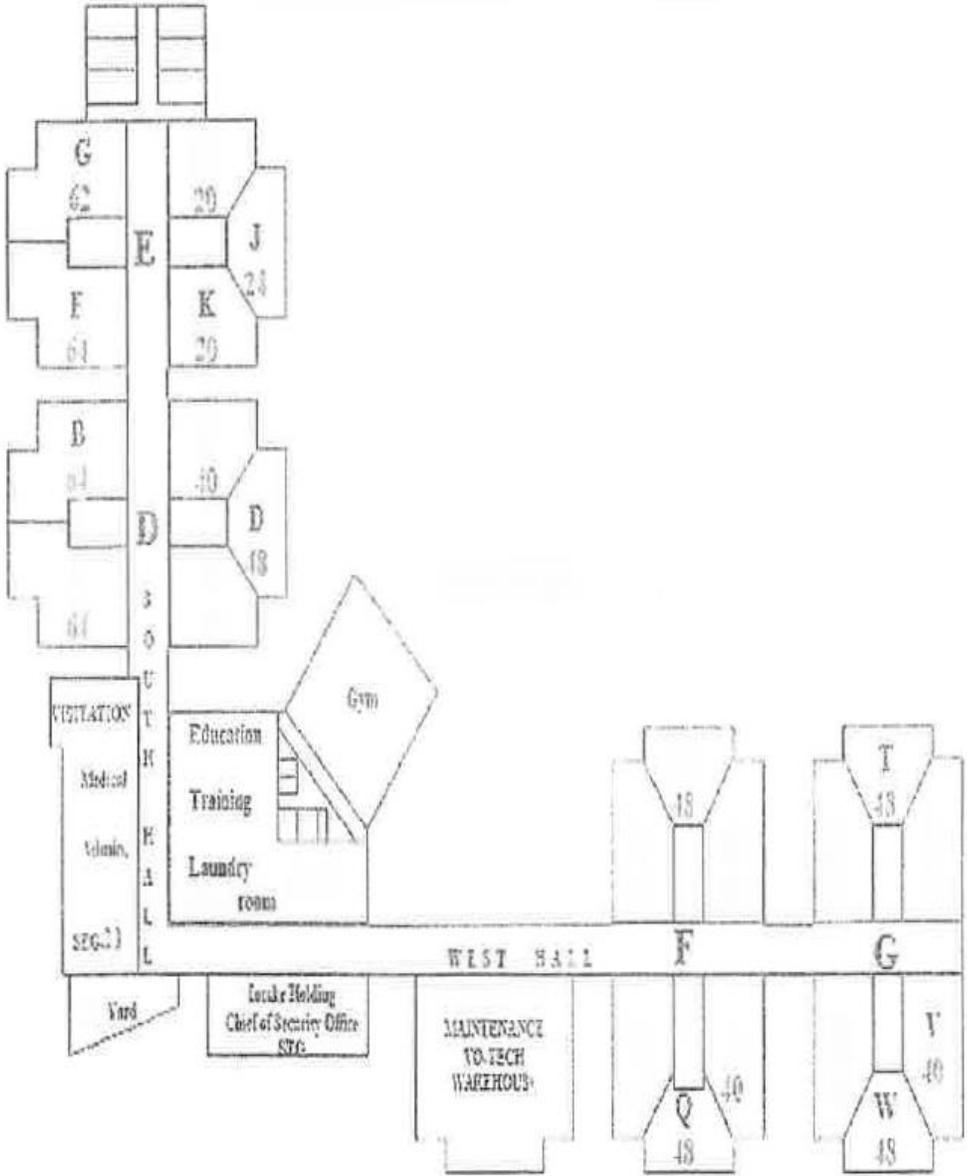
Name	Frequency of Reporting Period	Customary Due Date <small>Monthly due date is for the month following the reporting period</small>	Potential Monetary Offsets Assessed for Each Day Past the Due Date <small>Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset</small>
Critical Incident After Action Reports (including PREA incidents)	Immediate/Upon Occurrence	Upon Occurrence or as Soon as Practical	1.0%
Death in Custody Review Packet	Immediate/Upon Occurrence	Upon Occurrence or as Soon as Practical	1.0%
Major Disturbance or Lockdown Summary	Immediate/Upon Occurrence	Upon Occurrence or as Soon as Practical	1.0%
Staffing Roster vs. Minimum Staffing Compliance (post-by-post)	Weekly	By close of business each Monday for the prior reporting week	.5%
Use of Force Summary (with supervisor review status)	Weekly	By close of business each Monday for the prior reporting week	.5%
Contraband Recovery Summary (by housing unit)	Weekly	By close of business each Monday for the prior reporting week	.5%
Open RVR Aging Report	Weekly	By close of business each Monday for the prior reporting week	.5%
Medical Transport & Outside Movement Log	Weekly	By close of business each Monday for the prior reporting week	.5%
Healthcare Utilization Summary (sick calls, off-site trips, refusals)	Monthly	By the 10 th calendar day of the following month	.5%
Mental Health Services Report	Monthly	By the 10 th calendar day of the following month	.5%

Name	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets Assessed for Each Day Past the Due Date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset
PREA Allegation Tracking Summary (status & timelines)	Monthly	By the 10 th calendar day of the following month	1.0%
Preventive Maintenance Completion Report	Monthly	By the 10 th calendar day of the following month	.5%
Grievance Log Summary with Resolution Timeframes	Monthly	By the 10 th calendar day of the following month	.5%
Employee Training Compliance Matrix	Monthly	By the 10 th calendar day of the following month	.5%
Vehicle Inspection & Mileage Report (if applicable)	Monthly	By the 10 th calendar day of the following month	.5%
Significant Incident Reports	Monthly	By the 10 th calendar day of the following month	1.0%
Visitation Suspension Report	Monthly	By the 10 th calendar day of the following month	.5%
Alert Pending RVR Report	Monthly	By the 10 th calendar day of the following month	.5
Reclassification Summary Report	Monthly	By the 10 th calendar day of the following month	.5%
Offender Management System Problem Tracking Report	Monthly	By the 10 th calendar day of the following month	.5%
PREA Training Report	Monthly	By the 10 th calendar day of the following month	1.0%
PREA Reports in Draft Status	Monthly	By the 10 th calendar day of the following month	1.0%

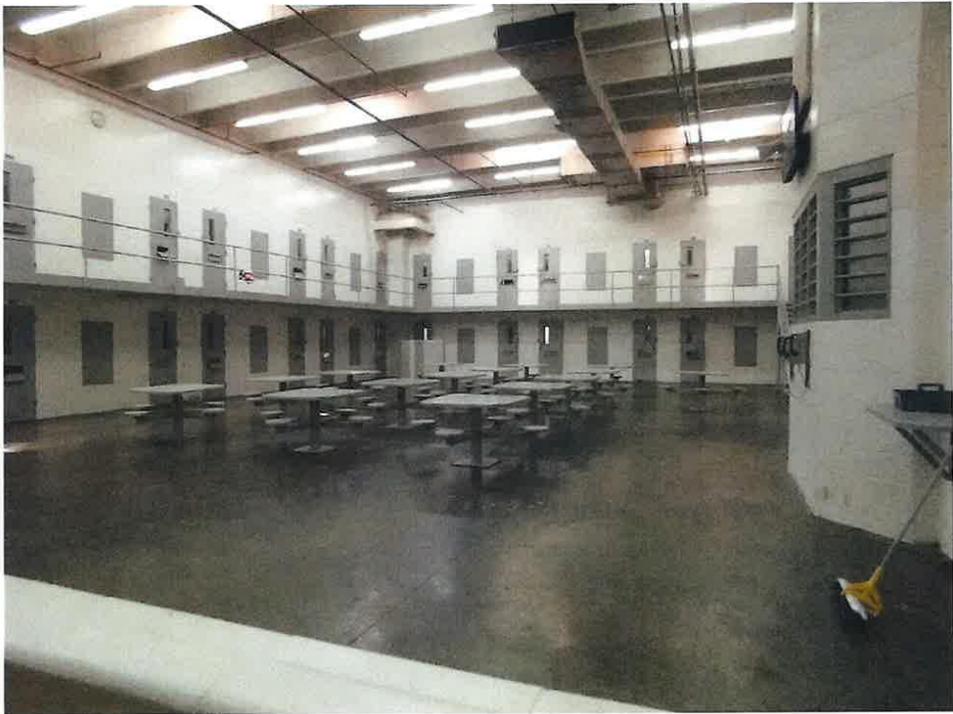
Name	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets Assessed for Each Day Past the Due Date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset
Detention Notice Draft Report	Monthly	By the 10 th calendar day of the following month	.5%
Offenders with Excessive RVRs	Monthly	By the 10 th calendar day of the following month	.5%
Common Area Searches Log	Monthly	By the 10 th calendar day of the following month	.5%
Contraband Tracking Log	Monthly	By the 10 th calendar day of the following month	1.0%
Use of Force Reports (Draft Status)	Monthly	By the 10 th calendar day of the following month	1.0%
Weekend leadership Site Visit Written Report Designated STG Officer Report (contact info & narrative)	Monthly	By the 10 th calendar day of the following month	.5%
Long-Term Administrative Segregation Report (within 6 months of ERH)	Monthly	By the 10 th calendar day of the following month	.5%
Active Inmates with No DNA Taken Date	Monthly	By the 10 th calendar day of the following month	.5%
Inmates Without Updated Photo within 1 Year	Monthly	By the 10 th calendar day of the following month	.5%
ERS Dates in the Past by Facility	Monthly	By the 10 th calendar day of the following month	.5%
Tentative Release Dates in the Past by Facility	Monthly	By the 10 th calendar day of the following month	.5%

Name	Frequency of Reporting Period	Customary Due Date Monthly due date is for the month following the reporting period	Potential Monetary Offsets Assessed for Each Day Past the Due Date Formula: Total Inmate Population (on the report due date) of Prison Facility x Per Diem Rate x ____% = Monetary Offset
Emergency Preparedness	Quarterly	By the 15 th calendar day following the end of the quarter	1.0%
Drill & After-Action Report	Quarterly	By the 15 th calendar day following the end of the quarter	.5%
Quality Assurance / Internal Audit Report	Quarterly	By the 15 th calendar day following the end of the quarter	.5%
Inmate Program Participation & Completion Report	Quarterly	By the 15 th calendar day following the end of the quarter	.5%
Litigation Hold & Claims Activity Summary	Quarterly	By the 15 th calendar day following the end of the quarter	.5%

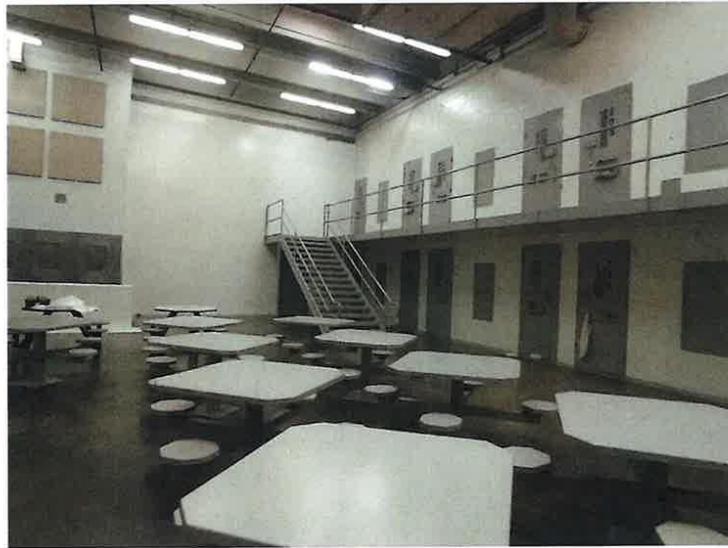
**EXHIBIT 1 - WILKINSON COUNTY CORRECTIONAL FACILITY
FLOOR PLANS**

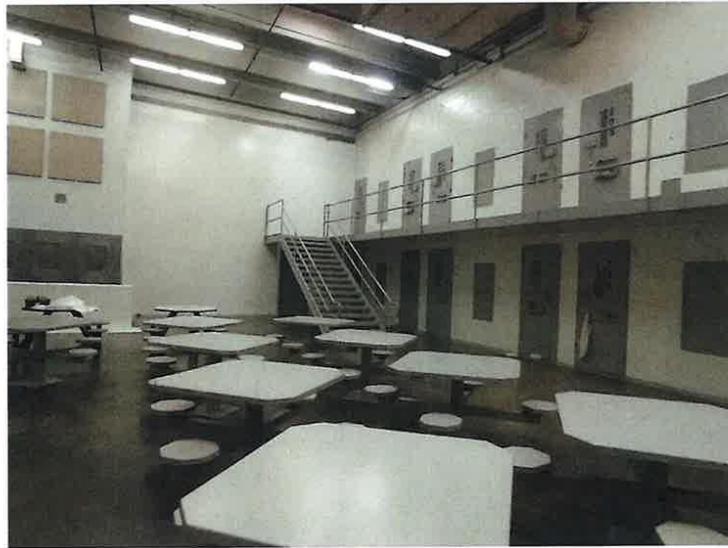


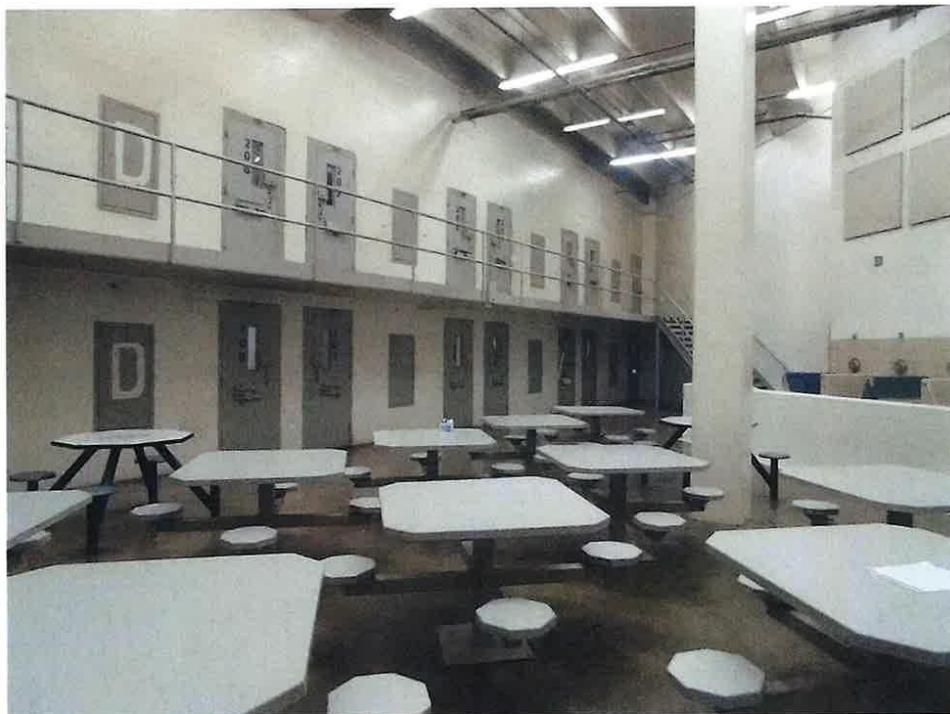
Housing Units At WCCF

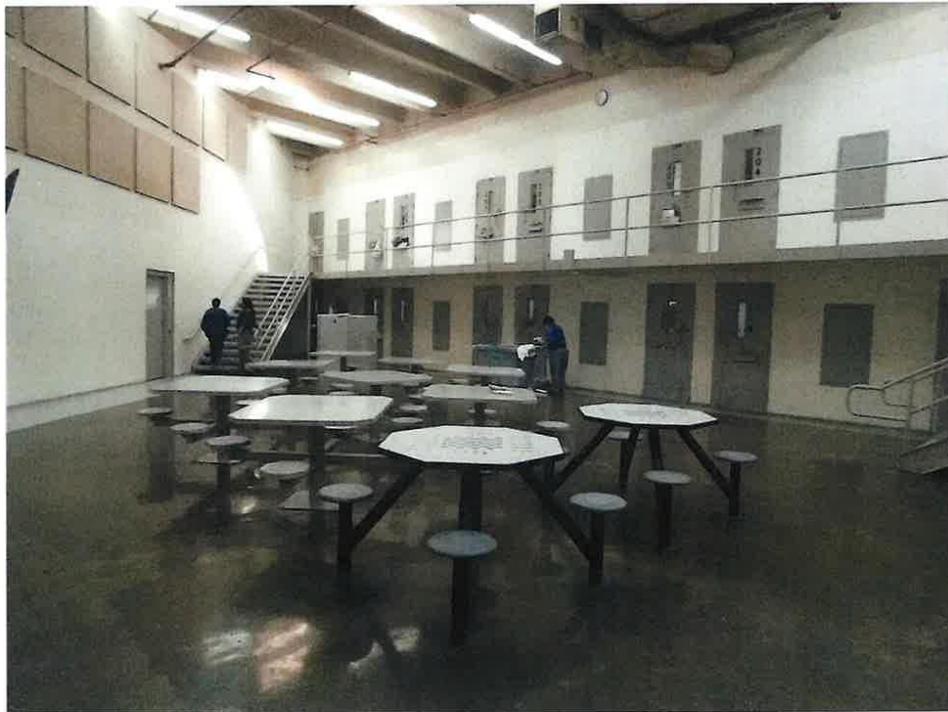














F- Pod Entrance



G-Pod Entrance Door



HJK Entrance Door (Extended Restrictive Housing Units)



Hotel Pod Entrance



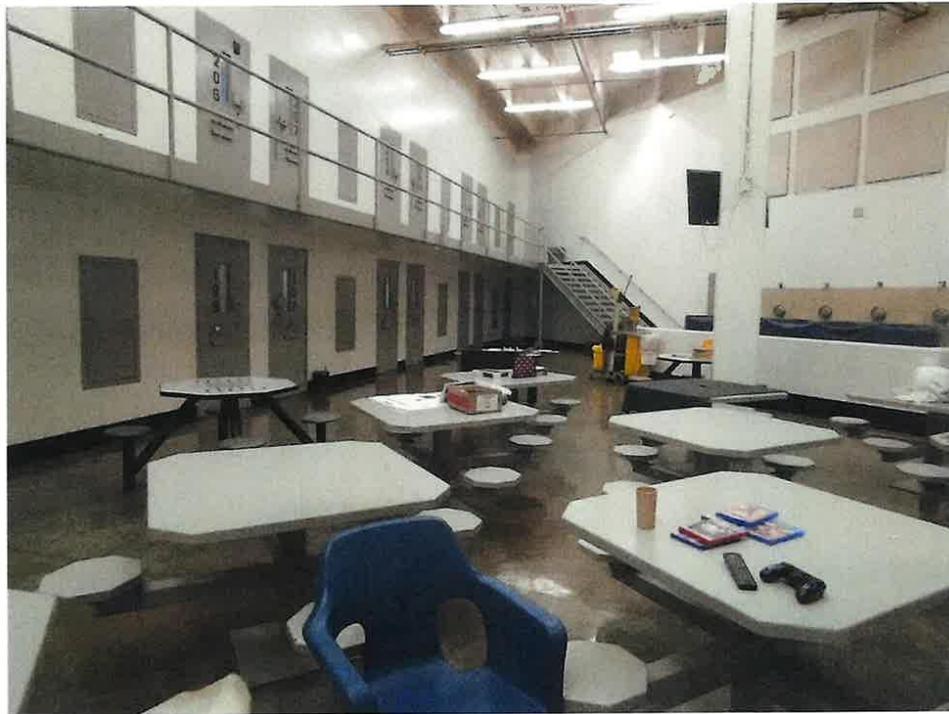


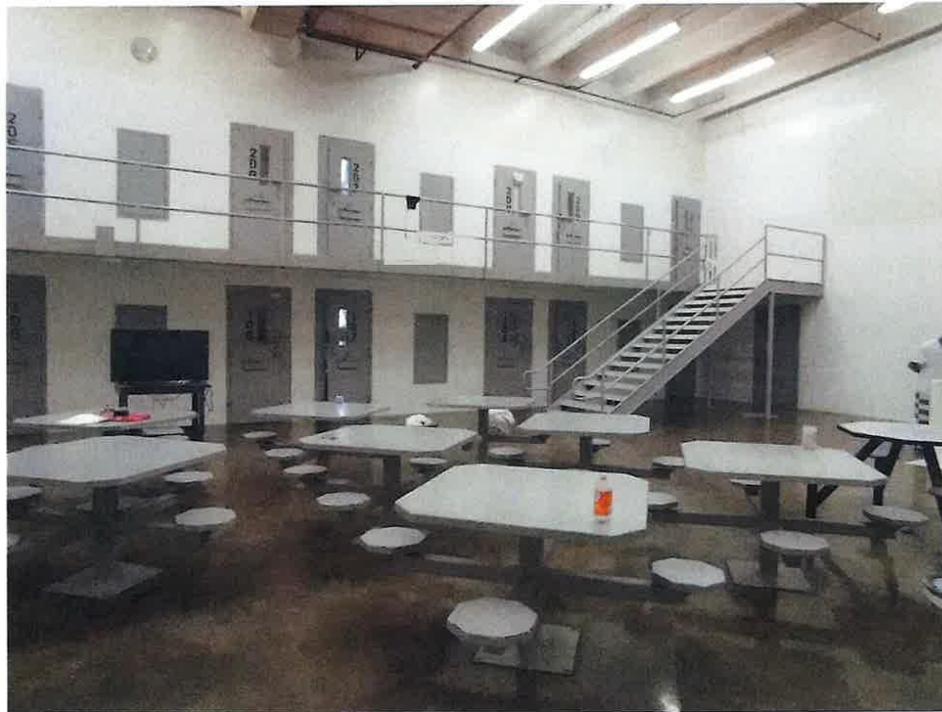
Kilo Pod Entrance



LMN Entrance Door

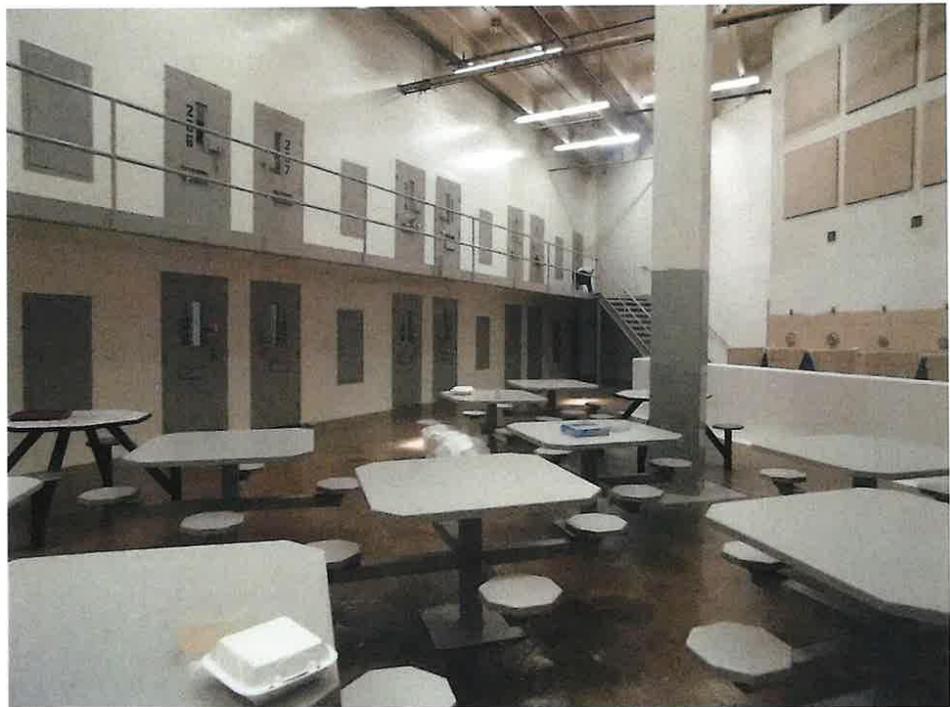


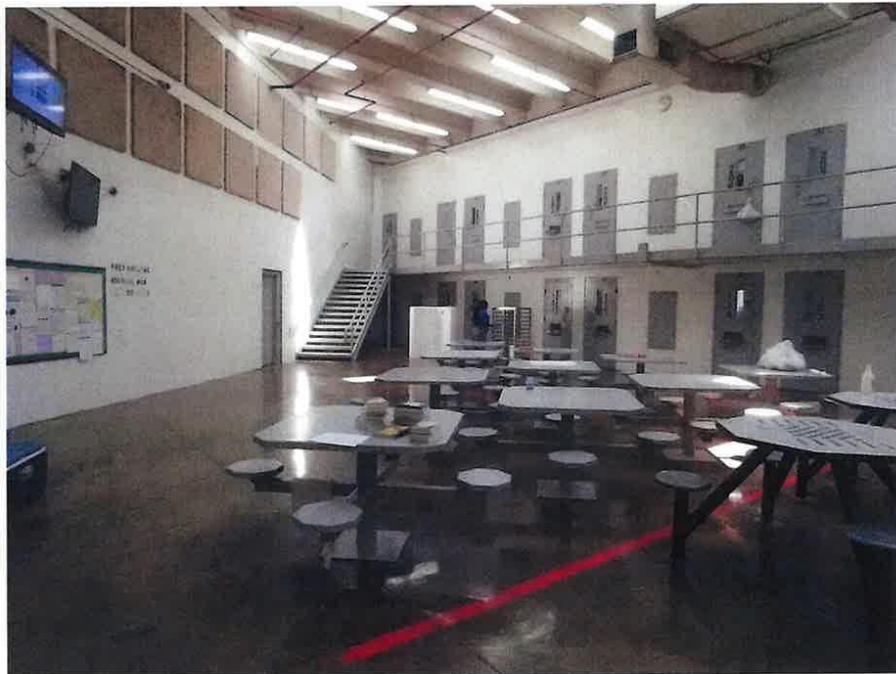


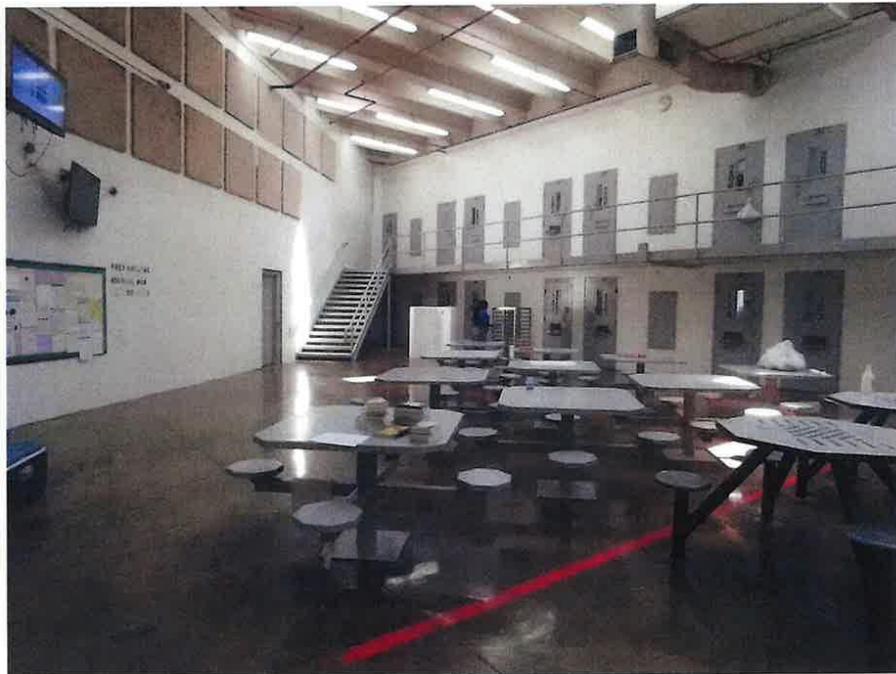


PQR Entrance Door









STU Entrance Door



Tango Pod Entrance



Uniform Pod Entrance

